WG11KB-04-B-0007

BIDDING DOCUMENTS

EMERGENCY STREAMBANK PROTECTION

GALENA, ALASKA

SOLICITATION, OFFER, AND AWARD

SUPPLIES OR SERVICES AND PRICE/COSTS
CONSTRUCTION SPECIFICATIONS/STATEMENT OF WORK
INSPECTION AND ACCEPTANCE
SPECIAL CONTRACT REQUIREMENTS
CONTRACT CLAUSES

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS
EVALUATION FACTORS FOR AWARD

APRIL 2004

COMPETITIVE 8(a) SET-ASIDE



U.S. ARMY ENGINEER DISTRICT, ALASKA CORPS OF ENGINEERS P.O. BOX 6898 ELMENDORF AFB, ALASKA 99506-6898



INCREASE PROFIT



SUBMIT VE CHANGES

DESIGN AUTHENTICATION

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed, and certified in accordance with ER 1110-2-1200, Plans and Specifications for Civil Works Projects.

SOLICITATION:

W911KB-04-B-0007

UPC:

GAL029

PROJECT TITLE:

EMERGENCY STREAMBANK PROTECTION

LOCATION:

GALENA, ALASKA

CONTRACT TYPE: SUBMITTAL:

FINAL

OLTON SWANSON, P.E.

Chief, Engineering Division

14 April Zoof

DENNIS L. HARDY, P.E. Chief, Civil Works Branc

This project was designed by the Alaska District of the U.S. Army Corps of Engineers. The initials or signatures and registration designations of individuals appear on these project documents within the scope of their employment as required by ER 1110-1-8152.

| SOLICITATION, OF | FER, 1. S | SOLICITATION NO. | 2 <u>. T</u> YF | PE OF | SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES | |
|--|--|---------------------------|-----------------|------------|-----------------|------------------------|----------------------|--|
| AND AWARD W911KB-04-B-0007 | | 111/P 04 P 0007 | X s | SEALE | D BID (IFB) | 22-Apr-2004 | 1 OF 156 | |
| (Construction, Alteration, o | r Repair) WS | 111KB-04-B-0007 | 1 | NEGO1 | TATED (RFP) | | 1 OF 156 | |
| IMPORTANT - The "offer" | section on | the reverse must be fully | / comp | oleted | by offeror. | _ | | |
| 4. CONTRACT NO. | | 5. REQUISITION/PURCHASE | REQUI | EST NO |). | 6. PROJECT NO. | | |
| | | | | | | | | |
| 7. ISSUED BY | CODE | W911KB | | 8. ADE | RESS OFFER TO | (If Other Than Item 7) | CODE | |
| U.S. ARMY ENGINEER DISTRIC CEPOA CT (W911KB) P. O. BOX 6898 ELMENDORF AFB AK 99506-689 | | | | See Item 7 | | | | |
| TEL: | FAX | (: 907-753-2544 | | TEL: FAX: | | | | |
| 9. FOR INFORMATION | A. NAME | | | | B. TELEPHONE NO |). (Include area code |) (NO COLLECT CALLS) | |
| CALL: | ROGER D. W | /ILLIAMS | | | 907-753-5571 | | | |
| | | S | OLICI | ΓΑΤΙΟ | N | | | |
| NOTE: In sealed bid solid | citations "o | ffer" and "offeror" mean | "bid" | and " | bidder". | | | |
| 10. THE GOVERNMENT REQU | JIRES PERFO | RMANCE OF THE WORK DES | CRIBEI | O IN TH | IESE DOCUMENTS | (Title, identifyir | g no., date): | |
| NAICS: 238910 PROJECT TITLE AND LOCATION: Emergency Bank Stabilization, Galena, Alaska COMPETITIVE 8(a) SET-ASIDE DESCRIPTION OF WORK: Clear and grade 1,600 feet of streambank at Galena, Alaska. Construct revetment from the top of the bank, about elevation 125 feet, to elevation 90 feet. The revetment consists of filter material, core rock and armor rock, with a total thickness of about 5 feet. The downstream end of the revetment will overlap the existing revetment for 20 feet, and a key will be constructed at the upstream end 100 feet into the bank. A contractor's staging area will be provided at the site. There will be a pre-bid conference in Galena. | | | | | | | | |
| 11. The Contractor shall begin performance withincalendar days and complete it withincalendar days after receiving award, X notice to proceed. This performance period is X mandatory, negotiable. (See SCR-1) | | | | |) | | | |
| 12 A. THE CONTRACTOR MU | • | · L | | | | 12B. CALENDA | AR DAYS | |
| (If "YES," indicate within how many calendar days after award in Item 12B.) | | | 10 | | | | | |
| 13. ADDITIONAL SOLICITATIO | N REQUIREM | IFNTS: | | | | | | |
| A. Sealed offers in original andcopies to perform the work required are due at the place specified in Item 8 by 02:00 PM(hour) local time24 May 2004(date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee X is, is not required. | | | | | | | | |
| C. All offers are subject to the | ` , | | | | • | | , | |
| Offers providing less than | . Offers providing less than60calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | | | | | | | |

| | | SOLICITA | | R, AND AWARD (Continued) | | | |
|---|---|-----------------------|-----------------|--|---------|--|--|
| | | | | n, Alteration, or Repair) (Must be fully completed by offeror) | | | |
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | | | | 15. TELEPHONE NO. (Include area code) | | | |
| | | | | 16. REMITTANCE ADDRESS (Include only if different than Item 14) | | | |
| | | | | See Here 44 | | | |
| | | | | See Item 14 | | | |
| CODE | FACILITY C | ODE | | _ | | | |
| accepted by the Governments the minimum requirements | nt in writing w | ithin 13D. Failure | _ calendar days | fied below in strict accordance with the terms of this solicitation, if this offer is after the date offers are due. (Insert any number equal to or greater than temporary means the offeror accepts the minimum in Item 13D.) | is | | |
| 18. The offeror agrees to fu | rnish any requ | uired performa | nce and payme | nt bonds. | | | |
| | (The offer | | | GMENT OF AMENDMENTS nents to the solicitation give number and date of each) | | | |
| AMENDMENT NO. | | | | | | | |
| DATE | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | GN | 20B. SIGNATURE 20C. OFFER DATE | | | |
| | | AWA | ARD (To be co | ompleted by Government) | | | |
| 21. ITEMS ACCEPTED: | | | | | | | |
| 22. AMOUNT | JNT 23. ACCOUNTING AND APPROPRIATION DATA | | | | | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM | | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO | | | |
| (4 copies unless otherwise spec | ified) | | | 10 U.S.C. 2304(c) 41 U.S.C. 253(c) | | | |
| 26. ADMINISTERED BY | COI | DE | | 27. PAYMENT WILL BE MADE BY: CODE | | | |
| | | | | | | | |
| | | | | OMPLETE ITEM 28 OR 29 AS APPLICABLE | | | |
| 28. NEGOTIATED AGREE | | office) Contract | • | 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This awa | ard con | | |
| document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified | | | dentified | summates the contract, which consists of (a) the Government solicitation and | | | |
| on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be | | | | your offer, and (b) this contract award. No further contractual document is necessary. | | | |
| governed by (a) this contract avergresentations, certifications, and ence in or attached to this contract. | and specification | | | | | | |
| 30A. NAME AND TITLE OF C TO SIGN (Type or print) | | OR PERSON A | UTHORIZED | 31A. NAME OF CONTRACTING OFFICER (Type or print) | | | |
| 30B. SIGNATURE | | 30C. DATE | | TEL: EMAIL: | | | |
| | | | | 31B. UNITED STATES OF AMERICA 31C. AWARD DATE BY | Έ | | |

Section 00100 - Bidding Schedule/Instructions to Bidders

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SECTION 00010 Solicitation/Contract

Forms (SF1442) Supplies

or Services and Price/Costs

SECTION 00100 Schedule/Instruction to

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SECTION 00600 Representations and

Certifications

SECTION 00700 Contract Clauses

00700a Wage Rates

SECTION 00800 Special Contract

Requirements

SECTION 01000 Division I, General

Requirements

SECTION 16999 Divisions 2 - 16, Technical Provisions (if applicable)

RETURN THE FOLLOWING WITH YOUR BID:

Section 00010 - Completed Section 00600 - Completed

20% Bid Bond

BIDDING SCHEDULE EMERGENCY STREAMBANK PROTECTION GALENA, ALASKA

| Item No. | <u>Description</u> | Estimated Quantity | <u>Unit</u> | Unit <u>Price</u> | Amount |
|-------------|---|-----------------------|------------------------|----------------------|--------|
| | BASE ITEMS | | | | |
| 0001. | Mobilization and demobilization,complete | 1 | Job | Lump sum | \$ |
| 0002. | Clearing sta 10+00 to sta 26+00 and 160'x120' area for key construction, complete | 14900 | SY | \$ | \$ |
| 0003a. | Construct revetment filter material layer, sta 10+00 to sta 26+00, key filter material layer and key transition, complete | 16500 | CY | \$ | \$ |
| 0003b. | Construct revetment core rock layer sta 10+00 to sta 26+00, key core rock layer and key transition, complete | 6900 | CY | \$ | \$ |
| 0003c. | Construct revetment armor rock layer sta 10+00 to sta 26+00, key armor rock layer and key transition, complete | 32600 | CY | \$ | \$ |
| 0004. | Excavation and backfill for shallow slope section and key section, complete | 1 | Job | Lump sum | \$ |
| 0005. | Provide hydrographic /topographic surveys, complete | 1 | Job | Lump sum | \$ |
| | | Т | Cotal of Base Items 00 | 01 thru 0005 | \$ |
| | OPTIONAL ITEMS | | | | |
| 0006a. | Clearing sta 26+00 to sta 28+00, complete | 1700 | SY | \$ | \$ |
| 0006Ь. | Construct revetment filter material layer sta 26+00 to sta 28+00, complete | 3200 | СҮ | \$ | \$ |
| 0006c. | Construct revetment core rock layer sta 26+00 to sta 28+00, complete | 800 | СУ | \$ | \$ |

| 0006d. | Construct revetment armor rock layer sta 26+00 to sta 28+00, complete | 4400 | CY | \$ | \$ |
|--------|--|------|------------------------------|---------------|----|
| 0007a. | Clearing sta 28+00 to sta 30+00, complete | 1800 | SY | \$ | \$ |
| 0007Ь. | Construct revetment filter material layer sta 28+00 to sta 30+00, complete | 3600 | CY | \$ | \$ |
| 0007c. | Construct revetment core rock layer sta 28+00 to sta 30+00, complete | 800 | CY | \$ | \$ |
| 0007d. | Construct revetment armor rock layer sta 28+00 to sta 30+00, complete | 4300 | CY | \$ | \$ |
| 0008a. | Clearing sta 30+00 to sta 32+00, complete | 1450 | SY | \$ | \$ |
| 0008b. | Construct revetment filter material layer sta 30+00 to sta 32+00, complete | 2300 | CY | \$ | \$ |
| 0008c. | Construct revetment core rock layer sta 30+00 to sta 32+00, complete | 700 | CY | \$ | \$ |
| 0008d. | Construct revetment armor rock layer sta 30+00 to sta 32+00, complete | 4500 | CY | \$ | \$ |
| | | | Total of Optional Items 0006 | a thru 0008d | \$ |
| | | | Total of Base and Op | otional Items | \$ |

- 1. EVALUATION OF BIDS: Award will be made to the low, responsive, responsible bidder on total of all Base items.
- 2. EVALUATION OF OPTIONS (52.217-5 Jul 1990): The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options.
- 3. INCOMPLETE BIDS: Failure to submit a bid on all items in the schedule will result in an incomplete bid and the bid will be rejected. Unit prices must be shown for each item within the schedule.

-- End of Bidding Schedule --

NOTE: Joint Venture Agreements – Joint Ventures are allowable on competitive 8(a) set-asides, however, SBA must receive the joint venture agreement prior to proposal due date and approved before award of a resulting contract. If you are contemplating a joint venture on this project, you must advise your assigned Business Opportunity Specialist (BOS) as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. NO CORRECTIONS AND/OR CHANGES ARE ALLOWABLE AFTER TIME OF SUBMISSION OF PROPOSAL OR BIDS.

1. MAGNITUDE

The magnitude of this project is between \$1,000,000 and \$5,000,000

2. PLANS AND SPECIFICATIONS

Plans and specifications will be available on our website at no charge. http://www.poa.usace.army.mil/contracting/default.asp

3. **BOND AMOUNT REQUIRED** (CLAUSE 52.228-15, Performance and Payment Bonds-Construction (JUL2000)) Section 00700

Performance and Payment Bonds Bonds:

The penal amount of the bonds shall be 100 percent of the original price, unless the Contracting Officer determines that a lesser amount would be adequate for the protection of the Government.

The Government may require additional bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Government may secure additional projection by directing the contractor to increase the penal amount of the existing bond or obtain an additional bond.

4 RID BOND:

Offeror's are required to submit a bid bond in accordance with FAR Clause 52.228-1.

5. EQUIPMENT OWNERSHIP AND OPERATION EXPENSE SCHEDULE

Whenever a contract modification is negotiated, the contractor's cost proposal for equipment ownership and operating expenses shall be determined in accordance with the requirements of paragraph SC-29, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, contained in the Special Provisions section of the specifications. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the US Army Engineers District, Alaska, Bldg. 2204 Third St, Room 50, Elmendorf AFB, Alaska and at http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/sp.htm

6. INQUIRIES

Prospective bidders may submit inquiries to:

R. David Williams, Contract Specialist, (907)753-5571, FAX (907)753-2544 or e:mail r.david.williams@usace.army.mil. Written inquiries should be addressed to: U.S. Army Engineer District, Alaska, Contracting Division, ATTN: R. David Williams, Special Projects Branch, P.O. Box 6898, Elmendorf AFB, AK 99506-6898

COLLECT CALLS WILL NOT BE ACCEPTED.

7. PRE-PROPOSAL MEETING/SITE VISIT

In accordance with FAR 52.236-27 Site Visit (Construction) (Feb 1995), there will be an organized site visit in Galena on May 6, 2004 at 1:30 p.m. Offerors are to meet at the Galena City Hall. Offerors wishing to attend MUST provide their full name, company name, and telephone number to R. David Williams, at the US Army Engineer District, Alaska, Email r.david.Williams@usace.army.mil Phone: (907)753-5571 or Fax: (907)753-2544.

In the event that no offerors have provided information by close of business three days prior to the site visit, the site visit may be cancelled. Notes of the conference will be distributed to all contractors as an amendment to this solicitation regardless of whether or not they attend the site visit.

8. FACSIMILE BIDS

Facsimile bids or modifications will not be accepted.

9. PICK-UP SERVICE FOR TELEGRAPHIC AMENDMENTS

The US Army Engineers District, Alaska, does not provide pick-up service for telegraphic amendments.

10. PERFORMANCE OF WORK BY CONTRACTOR

Your attention is invited to FAR CLAUSE 52.219-14 entitled "LIMITATIONS ON SUBCONTRACTING". Unless submitted with the bid, the successful contractor must furnish the Contracting Officer within 30 days after award a description of the work, which he intends to perform with his own organization (e.g. earthwork, paving, birchwork, or roofing), the percentage of the total work this represents and the estimated cost thereof.

11. EXCLUSION OF DEBARRED AND SUSPENDED CONTRACTORS

By entering into this contract, the Contractor certifies that neither it, nor any person or firm who has an interest in the Contractor's firm, is a person, or firm ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4 (AL85-30).

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.

- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.211-7 ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)

(a) This solicitation includes Government-unique standards. The offeror may propose voluntary consensus standards that meet the Government's requirements as alternatives to the Government-unique standards. The

Government will accept use of the voluntary consensus standard instead of the Government-unique standard if it meets the Government's requirements unless inconsistent with law or otherwise impractical.

- (b) If an alternative standard is proposed, the offeror must furnish data and/or information regarding the alternative in sufficient detail for the Government to determine if it meets the Government's requirements. Acceptance of the alternative standard is a unilateral decision made solely at the discretion of the Government.
- (c) Offers that do not comply with the Government-unique standards specified in this solicitation may be determined to be nonresponsive or unacceptable. The offeror may submit an offer that complies with the Government-unique standards specified in this solicitation, in addition to any proposed alternative standard(s).

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
- (b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--
- (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
- (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
- (2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.
- (d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.
- (e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

- (a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including-
- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- (d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provison)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement

to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief, Contracting Division, US Army Corps of Engineers, 2204 Third Street, Elmendorf AFB, Alaska.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) There will be an organized site visit in Galena on April 13, 2004 at 1:30 p.m. Offerors are to meet at the Galena City Hall. Offerors wishing to attend MUST provide their full name, company name, and telephone number to R. David Williams, at the US Army Engineer District, Alaska, Email: r.david.williams@usace.army.mil Phone: (907)753-5571 or Fax (907)753-2544.
- (c) In the event that no offerors have provided information by close of business three days prior to the site visit, the site visit may be cancelled. Notes of the conference will be distributed to all contractors as an amendment to this solicitation regardless of whether or not they attend the site visit.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

- (a) Definitions. As used in this provision--
- (1) "Entity controlled by a foreign government" means--
- (i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
- (ii) Any individual acting on behalf of a foreign government.
- (2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.
- (3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.
- (4) "Proscribed information" means--
- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmental Information (SCI).
- (b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).
- (c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government Description of Interest, Ownership Percentage, and Identification of

Foreign Government

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

| TIN: |
|--|
| TIN has been applied for. |
| TIN is not required because: |
| Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; |
| Offeror is an agency or instrumentality of a foreign government; |
| Offeror is an agency or instrumentality of the Federal Government. |
| (e) Type of organization. |
| Sole proprietorship; |
| Partnership; |
| Corporate entity (not tax-exempt); |
| Corporate entity (tax-exempt); |
| Government entity (Federal, State, or local); |
| Foreign government; |
| International organization per 26 CFR 1.6049-4; |
| Other |
| (f) Common parent. |
| Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. |
| Name and TIN of common parent: |
| Name |
| TIN |
| (End of provision) |
| 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) |
| (a)(1) The Offeror certifies, to the best of its knowledge and belief, that- |
| (i) The Offeror and/or any of its Principals - |

- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required

| information: |
|---|
| Place of Performance Name and Address of Owner (Street, Address, City, and Operator of the Plant or County, State, Zip Code) Facility if Other than Bidder |
| |
| (End of provision) |
| 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002) |
| (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910. |
| (2) The small business size standard is \$12,000,000 |
| (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. |
| (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern. |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002. |
| (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern. |
| (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern. |
| (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern. |
| (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that |
| (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and |
| (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: |

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

| (7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls: |
|---|
| Black American. |
| Hispanic American. |
| Native American (American Indians, Eskimo s, Aleuts, or Native Hawaiians). |
| Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). |
| Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka Bhutan, the Maldives Islands, or Nepal). |
| Individual/concern, other than one of the preceding. |
| (c) Definitions. As used in this provision |
| Service-disabled veteran-owned small business concern |
| (1) Means a small business concern |
| (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and |
| (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. |
| (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). |
| "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision. |
| Veteran-owned small business concern means a small business concern |
| (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and |
| (2) The management and daily business operations of which are controlled by one or more veterans. |
| "Women-owned small business concern," means a small business concern |
| (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or |

- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be

terminated either in whole or in part without cost to either party.

- (c) Except for novation agreements and advance payments, delegates to the USACE, Alaska District, Contracting Office the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the USACE, Alaska District, Contracting Office shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the **Contractor**.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the USACE, Alaska District, Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.
- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

_____50 or fewer _____\$1 million or less

_____51 - 100 _____\$1,000,001 - \$2 million

_____101 - 250 _____\$2,000,001 - \$3.5 million

_____251 - 500 _____\$3,500,001 - \$5 million

_____501 - 750 _____\$5,000,001 - \$10 million

| 751 - 1,000\$10,000,001 - \$17 million |
|---|
| Over 1,000 Over \$17 million |
| (End of provision) |
| 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999) |
| (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.) |
| Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.) |
| No. of Employees Avg. Annual Gross Revenues |
| 50 or fewer \$1 million or less |
| 51 - 100 \$1,000,001 - \$2 million |
| 101 - 250 \$2,000,001 - \$3.5 million |
| 251 - 500 \$3,500,001 - \$5 million |
| 501 - 750 \$5,000,001 - \$10 million |
| 751 - 1,000\$10,000,001 - \$17 million |
| Over 1,000 Over \$17 million |
| (End of provision) |
| 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) |
| The offeror represents that |
| (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; |
| (b) () It has, () has not, filed all required compliance reports; and |
| (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. |
| (End of provision) |
| |

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

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252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- ____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) -- ALTERNATE I (MAR 2001)

- (a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.
- (b) Commercial component means any component that is a commercial item.
- (c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- (f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-
- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise

authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -
- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

- "Agency," as used in this clause, means executive agency as defined in 2.101.
- "Covered Federal action," as used in this clause, means any of the following Federal actions:
- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
- "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.
- "Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- "Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- "Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
- (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (c) Disclosure.
- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes --
- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

- "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--
- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.
- "Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.
- "Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:
- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
- (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
- (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not

enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 907 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,213.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.
- (c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.
- (d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the data of this contract, is incorporated by reference in its entirety and made a part of this contract.
- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.
- (e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.
- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.
- (b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because
- (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
- (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
- (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.
- (c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:
- (1) the actual subcontract; or
- (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:
- (1) the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) Except as prohibited by subdivision (d)(2)(ii) of this clause:
- (i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if:
- (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

- (a) The requirements of paragraphs (b) and (c) of this clause shall:
- (1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and
- (2) be limited to such modifications.

- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.
- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.
- (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
- (1) The actual subcontract; or
- (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
- (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

- (a) The requirements of paragraphs (b) and (c) of this clause shall--
- (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and
- (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-17 SECTION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the US Army Engineer District-Alaska responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the US Army Engineer District-Alaska Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the US Army Engineer District-Alaska.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)--ALTERNATE I (NOV 1989)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (3) The offeror's approved business plan is on the file and serviced by SBA Alaska District Office.
- (b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

| (d) The | [in sert name of SBA's contractor] will notify the US Army Engineer District-Alaska |
|-----------|---|
| Contrac | ing Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part or |
| its stocl | or other ownership interest to any other party. |

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons--
- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
- (i) The worker is paid or is in an approved work training program on a voluntary basis;
- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages

and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

- (d) Payrolls and basic records.
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis -Bacon Act.
- (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis -Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis -Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits

therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis -Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on

the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis -Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis -Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or representatives of the Contracting Officer or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis -Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-

Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis -Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).
- (f) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|--|---|
| 8.7%(Anchorage, AK) 15.1%(Locations Outside City of Anchorage) | 6.9%(Alaska) |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
- (1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is "Galena, Alaska" (End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the

- 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

- (a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.
- "Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.
- "Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.
- "Minority," as used in this clause, means--
- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

- (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
- (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
- (c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
- (d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
- (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
- (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.
- (6) Disseminate the Contractor's equal employment policy by--
- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
- (ii) Including the policy in any policy manual and in collective bargaining agreements;
- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
- (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor-
- (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (1) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to

carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- (n) The Contractor shall designate a responsible official to--
- (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
- (2) Submit reports as may be required by the Government; and
- (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions exc ept executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
- (i) Rated at 30 percent or more; or
- (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases.
- (b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

- (e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall--
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists:
- (v) Leaves of absence, sick leave, or any other leave;

- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncomp liance.

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material | Identification No. |
|----------------|--------------------|
| (If none, | |
| insert "None") | |
| | |
| | |
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| | |
| | |

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal

Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65."

- (b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.

- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (i) Major group code 10 (except 1011, 1081, and 1094.
- (ii) Major group code 12 (except 1241).
- (iii) Major group codes 20 through 39.
- (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
- (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--
- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
- (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

- (b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: none
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| Foreign and Domestic Construction Materials Price Comparison | | | | | |
|--|-----------------|----------|---------------------|--|--|
| Construction material description | Unit of measure | Quantity | Price (dollars) \1\ | | |

| Item 1 |
|--------------------------------|
| Foreign construction material |
| Domestic construction material |
| Item 2 |
| Foreign construction material |
| Domestic construction material |
| |

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

- (a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent

domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.epls.gov/Terlist1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/ofac.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (g) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the

bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of-
- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
- (2) A recorded lien on real estate. The offeror will be required to provide--
- (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
- (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

- (a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.
- (b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.
- (c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--
- (1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;
- (2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:
- (i) For contracts subject to the Miller Act, the later of--
- (A) One year following the expected date of final payment;
- (B) For performance bonds only, until completion of any warranty period; or
- (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period

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|---|
| following final payment. |
| (ii) For contracts not subject to the Miller Act, the later of |
| (A) 90 days following final payment; or |
| (B) For performance bonds only, until completion of any warranty period. |
| (d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year. (e) The following format shall be used by the issuing financial institution to create an ILC: |
| [Issuing Financial Institution's Letterhead or Name and Address] |
| Issue Date |
| IRREVOCABLE LETTER OF CREDIT NO |
| Account party's name |
| Account party's address |
| For Solicitation No(for reference only) |
| TO: ILLS Government agency |

10: [U.S. Government agency]

[U.S. Government agency's address]

- 1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on , or any automatically extended expiration date.
- 2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
- 3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.
- 4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written

| direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any. |
|---|
| 5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of [state of confirming financial institution, if any, otherwise state of issuing financial |
| institution]. |
| 6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business. |
| Sincerely, |
| [Issuing financial institution] |
| (f) The following format shall be used by the financial institution to confirm an ILC: |
| [Confirming Financial Institution's Letterhead or Name and Address] |
| (Date) |
| Our Letter of Credit Advice Number |
| Beneficiary: [U.S. Government agency] |
| Issuing Financial Institution: |
| Issuing Financial Institution's LC No.: |
| Gentlemen: |
| 1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by |
| 2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at |
| 3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein. |

- 4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:
- (a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

| (b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit. |
|--|
| 5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of [state of confirming financial institution]. |
| 6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business. |
| Sincerely, |
| [Confirming financial institution] |
| (g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit: |
| SIGHT DRAFT |
| [City, State] |
| (Date) |
| [Name and address of financial institution] |
| Pay to the order of [Beneficiary Agency] the sum of United States \$ This draft is drawn under Irrevocable Letter of Credit No |
| [Beneficiary Agency] |
| By: |
| (End of clause) |
| 52.228-15 PERFORMANCE AND PAYMENT BONDSCONSTRUCTION (JUL 2000)- |
| (a) Definitions. As used in this clause |

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
- (1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
- (2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
- (3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
- (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
- (d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.
- (e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract,

but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)-EFARS

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _IX__. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall

- apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

 (End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
- (iii) A listing of the total amount of each subcontract under the contract.
- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
- (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract:
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

| (4) This certification is not to be construed as final acceptance of a subcontractor's performance. |
|---|
| (Name) |
| (Title) |
| (Date) |

- (d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--
- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--
- (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
- (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
- (e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- (f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
- (g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
- (h) Final payment. The Government shall pay the amount due the Contractor under this contract after-
- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
- (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
- (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--
- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
- (2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

- (i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.
- (A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.
- (ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).
- (A) The due date for making such payments is the later of the following two events:
- (1) The 30th day after the designated billing office receives a proper invoice from the Contractor.
- (2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.
- (B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.
- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
- (iv) Description of work or services performed.
- (v) Delivery and payment terms (e.g., discount for prompt payment terms).
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (xi) Any other information or documentation required by the contract.
- (3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.
- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
- (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible--
- (1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:
- (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.
- (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

- (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
- (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:
- (i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and
- (ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- (d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--
- (1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;
- (2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and
- (3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--
- (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
- (ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.
- (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--
- (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;
- (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;
- (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

- (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--
- (i) Make such payment within--
- (A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or
- (B) Seven days after the Contractor recovers such funds from the Government; or
- (ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;
- (5) Notice to Contracting Officer. Notify the Contracting Officer upon-
- (i) Reduction of the amount of any subsequent certified application for payment; or
- (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
- (A) The amounts withheld under paragraph (e)(1) of this clause; and
- (B) The dates that such withholding began and ended; and
- (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--
- (i) The day the identified subcontractor performance deficiency is corrected; or
- (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.
- (f) Third-party deficiency reports—(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-
- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
- (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--
- (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

- (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts DisputesAct of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnis hed to the Contracting Officer), specifying--
- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
- (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.
- (i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- (j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.
- (k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.
- (1) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or

- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.233-1 DISPUTES. (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using -
- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to

certify the claim on behalf of the Contractor.

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage;

provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
- (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to
- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
- (b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

- (b) The Contractor shall protect from damage all existing improvements and utilities
- (1) at or near the work site, and
- (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

- (a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

- (a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (h) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (2) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

- (f) Before commencing the work, the Contractor shall-
- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
- (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- (a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient

diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such

detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this

contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--
- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

- (a) Government-furnished property.
- (1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words ``Government" and ``Government-furnished" (wherever they appear in this clause) shall be construed as ``United States Government" and ``United States Government-furnished," respectively.
- (2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

- (4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.
- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--
- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
- (c) Title in Government property. (1) The Government shall retain title to all Government-furnis hed property.
- (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--
- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon-
- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Go vernment is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.
- (h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-
- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- (j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government-
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government

property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

- (k) Communications. All communications under this clause shall be in writing.
- (1) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not-
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the

Contractor's right to proceed.

- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--
- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
- (1) Obtain all warranties that would be given in normal commercial practice;

- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (APR 2003)

- (a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—
- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
- (c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer, and (ii) the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.
- (2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

| (A) Sponsoring U.S. Government agency. |
|--|
| (B) Name of vessel. |
| (C) Vessel flag of registry. |
| (D) Date of loading. |
| (E) Port of loading. |
| (F) Port of final discharge. |
| (G) Description of commodity. |
| (H) Gross weight in pounds and cubic feet if available. |
| (I) Total ocean freight revenue in U.S. dollars. |
| (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4). |
| (e) The requirement in paragraph (a) does not apply to |
| (1) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty; |
| (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); |
| (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels, and |
| (4) Subcontracts or purchase orders for the acquisition of commercial items unless |
| (i) This contract is |
| (A) A contract or agreement for ocean transportation services; or |
| (B) A construction contract; or |
| (ii) The supplies being transported are |
| (A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or |
| (B) Shipped in direct support of U.S. military |
| (1) Contingency operations; |
| (2) Exercises; or |
| (3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. |

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Division of National Cargo, Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.
- (b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.
- "Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
- "Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
- "Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.
- "Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).
- "Value engineering change proposal (VECP)" means a proposal that--
- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
- (i) In deliverable end item quantities only; or
- (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for
- (i) the affected portions of the existing contract requirement and
- (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action.
- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

- (f) Sharing.
- (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by
- (i) 45 percent for fixed-price contracts or
- (ii) 75 percent for cost-reimbursement contracts.

- (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--
- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.
- (g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.
- (h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.
- (i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.

- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--
- (i) The cost of this work;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (2) The reasonable costs of settlement of the work terminated, including--
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and

- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (1) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

- (a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.
- (b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,

| (v) floods, | |
|---|-----------------------|
| (vi) epidemics, | |
| (vii) quarantine restrictions, | |
| (viii) strikes, | |
| (ix) freight embargoes, | |
| (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppand | |
| (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Office notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive parties, but subject to appeal under the Disputes clause. | facts and time for |
| (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in defithat the delay was excusable, the rights and obligations of the parties will be the same as if the termination has issued for the convenience of the Government. | |
| The rights and remedies of the Government in this clause are in addition to any other rights and remedies proby law or under this contract. | vided |
| (End of clause) | |
| | |
| | |

(iii) acts of another Contractor in the performance of a contract with the Government,

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (i) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

(iv) fires,

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

- (a) Definitions. As used in this clause—
- (1) "Arising out of a contract with the DoD" means any act in connection with—
- (i) Attempting to obtain;
- (ii) Obtaining, or
- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).
- (2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.
- (3) "Date of conviction" means the date judgment was entered against the individual.
- (b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--
- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

- (a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.
- (b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.
- (b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or

Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

- (b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.
- (c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:
- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.
- (d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.
- (e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--
- (f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.
- (g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

US Small Business Administration Alaska District Office 510 L Street #310 Anchorage, AK 99501-1952

- (b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees that--
- (1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
- (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

- (a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Alaska, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.
- (b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| MATERIAL (If None, Insert "None.") | ACT |
|------------------------------------|-----|

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

- (a) Definitions.
- (1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.
- (2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- (b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.
- (c) Contractor programs shall include the following, or appropriate alternatives:

- (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
- (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
- (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
- (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
- (i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.
- (ii) In addition, the Contractor may establish a program for employee drug testing--
- (A) When there is a reasonable suspicion that an employee uses illegal drugs; or
- (B) When an employees has been involved in an accident or unsafe practice;
- (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
- (D) As part of a voluntary employee drug testing program.
- (iii) The Contractor may establish a program to test applicants for emp loyment for illegal drug use.
- (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
- (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
- (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

- (1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.
- (2) "Toxic or hazardous materials" means:
- (i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);
- (ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or
- (iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.
- (b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

- (a) Definitions. As used in this provision--
- (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) United States person is defined in 50 U.S.C. App. 2415(2) and means--
- (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
- (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
- (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.
- (b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

(a) Definitions. As used in this clause--

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is --

- (1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and
- (2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).
- (b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.
- (c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.
- (d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to-
- (1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.
- (2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.
- (e) No incentive payment will be made--
- (1) While a challenge is pending; or

- (2) If a subcontractor is determined to be an ineligible participant.
- (f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.
- (2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.
- (3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.
- (4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.
- (5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.
- (6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.
- (g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000 for which further subcontracting opportunities may exist.

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Go vernment shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design

patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

- (a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

- (a) The Contractor shall --
- (1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;
- (2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and
- (3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.
- (b) The Contracting Officer may --
- (1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and
- (2) Deduct the cost of removal from any monies due or to become due to the Contractor; or
- (3) Recover the cost of removal under the Contractor's bond.
- (c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.236-7003 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997)

- (a) The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under item no. 0001
- (b)Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows--
- (1)For construction plant and equipment exceeding \$25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;
- (2) Transportation of all plant and equipment to the site;
- (3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;
- (4)Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;
- (5) Personal services; and
- (6) Hire of plant.
- (c) Requests for payment must include--
- (1) An account of the Contractor's actual expenditures;
- (2) Supporting documentation, including receipted bills or certified copies of payrolls and freight bills; and
- (3) The Contractor's documentation--
- (i)Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;
- (ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer; and
- (iii)Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.
- (d)Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if--
- (1) The Contracting Officer finds the--
- (i)Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and
- (ii)Preparatory work has been done with proper economy and efficiency.
- (2)Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed--

- (i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and
- (ii)100 percent of the cost to the contractor of any items having no appreciable salvage value; and
- (iii)75 percent of the cost to the contractor of items which do have an appreciable salvage value.
- (e) (1)Payments will continue to be made for item no. 0001, and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item.
- (2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.
- (3) The retained percentage will be paid in accordance with the Payments to Contractor clause of this contract.
- (f) The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

- (a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --
- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
- (2) Performing all operations required to complete the work in conformity with the drawings and specifications.
- (b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for

performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

| (Official's l | Name) | | |
|---------------|-------|------|------|
| (Title) | | | |

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including-
- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to----
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;

| (4) Loading and discharge points; | | | | | |
|--|--|---|--|--|--|
| (5) Name of shipper and consignee | ; | | | | |
| (6) Prime contract number; and | | | | | |
| - · · | st two U.Sflag carriers co | flag vessels, including points of contact (with names ontacted. Copies of telephone notes, telegraphic and | | | |
| and the Maritime Administration, C | Office of Cargo Preference, copy of the rated on board | overed by this clause, provide the Contracting Officer U.S. Department of Transportation, 400 Seventh Street vessel operating carrier's ocean bill of lading, which | | | |
| (1) Prime contract number; | | | | | |
| (2) Name of vessel; | | | | | |
| (3) Vessel flag of registry; | | | | | |
| (4) Date of loading; | | | | | |
| (5) Port of loading; | | | | | |
| (6) Port of final discharge; | (6) Port of final discharge; | | | | |
| (7) Description of commodity; | | | | | |
| (8) Gross weight in pounds and cub | oic feet if available; | | | | |
| (9) Total ocean freight in U.S. dolla | ars; and | | | | |
| (10) Name of the steamship compar | ny. | | | | |
| (f) The Contractor shall provide wi knowledge and belief | ith its final invoice under the | his contract a representation that to the best of its | | | |
| (1) No ocean transportation was us | ed in the performance of the | his contract; | | | |
| (2) Ocean transportation was used | and only U.Sflag vessels | were used for all ocean shipments under the contract; | | | |
| (3) Ocean transportation was used. U.Sflag ocean transportation; or | , and the Contractor had the | e written consent of the Contracting Officer for all non- | | | |
| | | ments were made on non-U.Sflag vessels without the nall describe these shipments in the following format: | | | |
| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY | | | |

| | | | |
|------------|----|------|--|
| $T \cap T$ | AT | | |
| 101 | AL | | |

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --
- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--
- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
- (i) Noncommercial items; or
- (ii) Commercial items that--
- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION 00700a General Wage Decision AK030001 (Dated (06/13/2003)

Modification Record:

| No. | Publication Date |
|-----|------------------|
| 0 | 06/13/2003 |
| 1 | 11/28/2003 |
| 2 | 02/06/2004 |
| 3 | 03/05/2004 |

General Wage Decision AK030006 (Dated (06/13/2003)

Modification Record:

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|-----|------------------|
| 0 | 06/13/2003 |
| 1 | 11/28/2003 |
| 2 | 02/13/2004 |
| 3 | 03/05/2004 |

General Decision Number: AK030001 03/05/2004

General Decision Number: AK030001 03/05/2004 Superseded General Decision Number: AK020001 State: Alaska Construction Types: Building and Heavy Counties: Alaska Statewide. BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) Modification Number Publication Date 0 06/13/2003 1 11/28/2003 02/06/2004 03/05/2004 3 * ASBE0097-001 01/01/2004 Rates Fringes Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....\$ 29.63 9.42 * ASBE0097-002 01/01/2004 Rates Fringes Hazardous Material Handler (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 26.45 9.42 ______ BOIL0502-002 01/01/2004 Fringes Rates Boilermaker.....\$ 35.23 BRAK0001-002 07/01/2003 Rates Fringes Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker...\$ 30.13 11.80 11.80 Tile & Terrazzo Finisher.....\$ 24.70 CARP1243-003 07/01/2003 North of the 63rd Parallel Rates Fringes

| Carpenter/Lather/Drywall | | |
|----------------------------------|---------------|----------|
| Applicator | \$ 31.40 | 12.20 |
| Repair Work | \$ 31.99 | 12.20 |
| Millwright | | 12.20 |
| CARP1281-004 07/01/2003 | | |
| SOUTH OF 63RD PARALLEL | | |
| | Rates | Fringes |
| Acoustical Applicator and Lather | \$ 28 10 | 12.70 |
| Carpenters & Drywallers | | 12.70 |
| Millwright | | 12.70 |
| CARP2520-003 08/01/2003 | | |
| | Rates | Fringes |
| Diver | | |
| Stand-by | | 12.20 |
| Tender | | 12.20 |
| Working | 65.32 | 12.20 |
| Carpenter | 5 29.30 | 12.20 |
| Piledriver; Skiff | 23.00 | 12.20 |
| Operator and Rigger | 28.14 | 12.20 |
| Sheet Pile Stabber | 5 29.14 | 12.20 |
| Welder | 29.90 | 12.20 |
| ELEC1547-004 05/05/2003 | | |
| | Rates | Fringes |
| Cable splicer | | 3%+11.35 |
| Electrician; Technician | . > 32.42 | 3%+11.35 |
| * ELEC1547-005 01/01/2004 | | |
| | Rates | Fringes |
| Cable splicer | \$ 35.90 | 3%+16.00 |
| Linemen (Including | | |
| Equipment Operators, Technician) | \$ 34 15 | 3%+16.00 |
| Powderman | | 3%+16.00 |
| Tree Trimmer | | 3%+16.00 |
| | | |
| ELEV0019-002 01/01/2004 | | |
| The state Market's | Rates | Fringes |
| Elevator Mechanic | | |
| for over 5 year's service a | | |
| hourly rate for 6 months to | | |
| as vacation paid credit. S | - | |
| New Year's Day; Memorial Da | = = | Day; |
| Labor Day, Thanksgiving Day | | |
| Thanksgiving and Christmas | | |
| ENGIO302-002 09/01/2003 | _ _ | _ |

| | Rates | Fringes |
|--|-----------------|-----------------|
| Power equipment operators: | | 2 |
| GROUP 1\$ | 32.08 | 10.89 |
| GROUP 1A\$ | 33.62 | 10.89 |
| GROUP 2\$ | 31.41 | 10.89 |
| GROUP 3\$ | 30.78 | 10.89 |
| GROUP 4\$ | 25.36 | 10.89 |
| POWER EQUIPMENT OPERATOR CLASSI | FICATIONS | |
| GROUP 1: Asphalt Roller; Back 1 | Filler; Barrier | Machine |
| (Zipper); Batch Plant Operator: | Batch and Mixe | r over 200 |
| yds.; Beltcrete with power pack | and similar co | nveyors; |
| Bending Machine; Boat Coxwains; | | _ |
| Highlines and Cablecars; Cleaning | = | - |
| Concrete Hydro Blaster; Cranes- | | |
| boom and under (including jib and | | |
| Backhoes, Draglines, Clamshells | - | |
| (b) Hydralifts or Transporters, | | |
| Derricks; Crushers; Deck Winches | | - |
| Trenching Machine (16 inch or o | | |
| cable, rotary and exploration; | _ | _ |
| concrete paving, Laser Screed, | | - |
| machine; Helicopters; Hover Cra | | |
| Air Cushion, All Terrain Vehicle Nodwell Sno Cat; Hydro Ax: Felle | | - |
| Loaders: Forklifts with power bo | | |
| Overhead and front end, 2 1/2 ya | = | |
| with forks or pipe clamps, Loade | | |
| Euclid and similar types; Mechan | - | |
| Machine; Mixers: Mobile type w/l | = | |
| Patrol Grader; Mucking Machines | | |
| Horizontal/Directional Drill Ope | | |
| Operator on Dredges; Piledriver | | |
| Puller or similar Paving Breake: | r; Power Plant, | Turbine |
| Operator, 200 k.w. and over (por | wer plants or c | ombination of |
| power units over 300 k.w.); Saud | erman-Bagley; S | crapers-through |
| 40 yards; Service Oiler/Service | Engineer; Side | booms-under 45 |
| tons; Shot Blast Machine; Spread | | - |
| Barber Greene, Slurry Machine; S | | |
| and C.M.I. Roto Mills and simila | | |
| mounted Concrete Pumps, Conveyor | r, Creter; Wate | r Kote Machine; |
| Unlicensed off road hauler | 150 6 | 2 11 111 |
| GROUP 1A: Cranes-over 45 tons (| | = = |
| and attachments): (a) Shovels, B | | |
| clamshells-over 3 yards, (b) Tor | | |
| yds.; Motor Patrol Grader (fini: graders and/or to hubs, or for a | | = |
| k.w. and over; Quad; Screed; Sic | _ | |
| Form Paver C.M.I. and similar ty | | - |
| GROUP 2: Batch Plant Operators: | = = = | = |
| hour and under; Boiler-fireman; | | = = |
| Operator; Conveyors (except as 1 | = | = |
| steel erection; Towermobiles and | | |
| Horizontal/Directional Drill Loc | | Elevating |
| | | - |

Grader, Dumor and similar; Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Rig oiler/assistant engineer, over 45 ton, over 3 yards or over 150 foot boom; Roller-other than Plantmix; Saws, concrete; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (Advances to Group III if over 45 tons or 3 yards or 150 ft. boom); Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work.

Rates Fringes

| | Naces | riinges |
|---|---|----------------------------------|
| Ironworkers: | | |
| BRIDGE, STRUCTURAL, | | |
| ORNAMENTAL, REINFORCING | | |
| MACHINERY MOVER, | | |
| RIGGER, SHEETER, STAGE | | |
| RIGGER, BENDER OPERATOR\$ | 27.50 | 14.10 |
| FENCE, BARRIER AND | | |
| GUARDRAIL INSTALLERS\$ | 24.00 | 13.85 |
| GUARDRAIL LAYOUT MAN\$ | 24.74 | 13.85 |
| HELICOPTER, TOWER\$ | 28.50 | 14.10 |
| | | |
| | | |
| LABO0341-005 09/01/2003 | | |
| LABO0341-005 09/01/2003 | Rates | Fringes |
| Laborers: | Rates | Fringes |
| | | Fringes |
| Laborers: | 24.49 | 3 |
| Laborers: GROUP 1\$ | 24.49 25.24 | 11.50 |
| Laborers: GROUP 1\$ GROUP 2\$ | 24.49 25.24 25.89 | 11.50 11.50 |
| Laborers: GROUP 1 \$ GROUP 2 \$ GROUP 3 \$ | 24.49 25.24 25.89 28.29 | 11.50 11.50 11.50 |
| Laborers: GROUP 1 \$ GROUP 2 \$ GROUP 3 \$ GROUP 3A \$ | 24.49 25.24 25.89 28.29 | 11.50 11.50 11.50 11.50 |
| Laborers: GROUP 1 \$ GROUP 2 \$ GROUP 3 \$ GROUP 3A \$ GROUP 4 \$ | 24.49 25.24 25.89 28.29 | 11.50 11.50 11.50 11.50 |
| Laborers: GROUP 1\$ GROUP 2\$ GROUP 3\$ GROUP 4\$ TUNNELS, SHAFTS, AND | 24.49 25.24 25.89 28.29 16.84 | 11.50 11.50 11.50 11.50 |

GROUP 3.....\$ 28.48 11.50 GROUP 3A.....\$ 31.12 11.50

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk and Utilidor Laborer; Watchman (construction projects); Window Cleaner GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Environmental Laborer (marine work); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Guardrail Machine Operator; Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Mason Tender and Mud Mixer (sewer work); Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman GROUP 3: Bit Grinder; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); High Rigger and tree topper; Higher Scaler; Pioneer Drilling and Drilling Off Tugger (all type drills); Powderman; Slurry Seal Squeegee Man GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Grade checker (setting or transfering of grade marks, line and grade); Pipelayers

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Laser Instrument Operators; Nozzleman, Pumpcrete or Shotcrete; Pipelayers.

GROUP 3: Miner; Miner; Retimberman

GROUP 3A: Powderman

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

| PAIN11 | L40- | -004 | 07/01 | /2003 |
|--------|------|------|-------|----------|
| SOUTH | OF | THE | 63RD | PARALLET |

| SOUTH OF THE 63RD PARALLEL | 5 . | - · |
|---|-------------------|------------------|
| Painters: Brush, Roller, Sign, Paper and Vinyl, Swing | Rates | Fringes |
| Stage, Hand Taper/Drywall, Structural Steel, and | | |
| Commercial Spray\$ Machine Taper/Drywall\$ Spray-Sand/Blast, Epoxy | | 11.39 11.39 |
| and Tar Applicator\$ Steeple Jack & Tower\$ | 25.59 | 11.39 11.39 |
| PAIN1140-005 09/01/2003 | | |
| Soft Floor Layer | | Fringes 8.87 |
| PAIN1140-006 01/01/2004 SOUTH OF THE 63RD PARALLEL | | |
| Glazier | | 11.60 |
| PAIN1555-004 09/01/2003 NORTH OF THE 63RD PARALLEL | | |
| Hazardous Material Applicator LEAD BASED PAINT ABATEMENT, RADON MITIGATION, SANDBLAST, STRUCTURAL STEEL, | Rates | Fringes |
| TAPING, TEXTURING\$ Painters: BRUSH, BUFFER OPERATOR, FLOOR-COVERER, POT TENDER, ROLL SPRAY, WALLCOVERER\$ | | 11.97 |
| PAIN1555-005 01/01/2004 NORTH OF THE 63RD PARALLEL | | |
| Glazier | Rates \$ 26.60 | Fringes 12.07 |
| PLAS0867-003 02/01/2003 | | |
| Cement Mason NORTH OF THE 63RD | Rates | Fringes |
| PARALLEL\$ SOUTH OF THE 63RD | 28.51 | 10.70 |
| PARALLEL \$ Plasterer | 28.26 | 10.70 |

including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards)

GROUP 10: Dump Trucks (including Rockbuggy and Trucks with

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Tireman, heavy duty; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Greaser; Water Wagon (when pulled by Euclid or similar type equipment); Partsman

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Stringing Truck; Fuel Truck; Fuel Handler with truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Wagon, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon, single axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Bus Operators (up to 30 passengers); Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Rigger (warehouse operation); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards

operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

 ${\tt Branch\ of\ Construction\ Wage\ Determinations}$

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number: AK030006 03/05/2004

| General Decision Number: AK030006 | 03/05/2004 | | |
|--|------------|-------------|--|
| State: Alaska | | | |
| Construction Types: Highway Counties: Aleutians East, Aleutians West, Anchorage, Bethel, | | | |
| Bristol Bay, Dillingham, Fairbank | | | |
| Kodiak Island, Matanuska-Susitna, | | | |
| Artic, Southeast Fairbanks, Valde | | | |
| Yukon-Koyukuk Counties in Alaska. | | nampton and | |
| Highway Construction Projects | | | |
| Modification Number Publicati | on Date | | |
| 0 06/13/2 | | | |
| 1 11/28/2 | | | |
| 2 02/13/2 | | | |
| 3 03/05/2 | | | |
| CARP1243-004 07/01/2003 | 001 | | |
| North of the 63rd Parallel | | | |
| | Rates | Fringes | |
| Carpenter | | 12.20 | |
| | · | | |
| CARP1281-006 07/01/2003 | | | |
| South of the 63rd Parallel | | | |
| | Rates | Fringes | |
| Carpenter | \$ 28.10 | 12.70 | |
| CARP2520-004 08/01/2003 | | | |
| | Rates | Fringes | |
| Piledriver | | | |
| Carpenter\$ | 29.30 | 12.20 | |
| Piledriver, Skiff | | | |
| operator, Rigger\$ | 28.14 | 12.20 | |
| Sheet Stabber\$ | 29.14 | 12.20 | |
| Welder\$ | 29.90 | 12.20 | |
| ELEC1547-004 05/05/2003 | | | |
| | Rates | Fringes | |
| Cable splicer | \$ 34.17 | 3%+11.35 | |
| Electrician; Technician | \$ 32.42 | 3%+11.35 | |
| * ELEC1547-005 01/01/2004 | | | |
| | Rates | Fringes | |
| Cable splicer | \$ 35.90 | 3%+16.00 | |
| Linemen (Including | | | |
| Equipment Operators, | | | |
| Technician) | | 3%+16.00 | |
| Powderman | \$ 32.15 | 3%+16.00 | |
| Tree Trimmer | \$ 22.95 | 3%+16.00 | |
| | | | |
| ENGI0302-002 09/01/2003 | | | |
| | Rates | Fringes | |

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Power equipment operators:
```

| GROUP 1\$ | 32.08 | 10.89 |
|------------|-------|-------|
| GROUP 1A\$ | 33.62 | 10.89 |
| GROUP 2\$ | 31.41 | 10.89 |
| GROUP 3\$ | 30.78 | 10.89 |
| GROUP 4\$ | 25.36 | 10.89 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Batch Plant Operator: Batch and Mixer over 200 yds.; Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Shovels, Backhoes, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type, (c) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, concrete paving, Laser Screed, sidewalk, curb and gutter machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: Forklifts with power boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps, Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes, draglines, clamshells-over 3 yards, (b) Tower cranes; Loaders over 5 yds.; Motor Patrol Grader (finish: when finishing to final graders and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Loaders, Elevating Grader, Dumor and similar; Locomotives: rod and geared

engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives:Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Rig oiler/assistant engineer, over 45 ton, over 3 yards or over 150 foot boom; Roller-other than Plantmix; Saws, concrete; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (Advances to Group III if over 45 tons or 3 yards or 150 ft. boom); Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work.

| RON0751-003 08/01/2003 | | |
|---------------------------|-------|---------|
| | Rates | Fringes |
| Ironworkers: | | |
| BRIDGE, STRUCTURAL, | | |
| ORNAMENTAL, REINFORCING | | |
| MACHINERY MOVER, | | |
| RIGGER, SHEETER, STAGE | | |
| RIGGER, BENDER OPERATOR\$ | 27.50 | 14.10 |
| FENCE, BARRIER AND | | |
| GUARDRAIL INSTALLERS\$ | 24.00 | 13.85 |
| GUARDRAIL LAYOUT MAN\$ | 24.74 | 13.85 |
| HELICOPTER, TOWER\$ | 28.50 | 14.10 |
| | | |
| LABO0341-007 09/01/2003 | | |
| | Rates | Fringes |
| Laborers: | | 5 |
| GROUP 1\$ | 24.49 | 11.50 |
| GROUP 2\$ | | 11.50 |
| | 25.21 | 11 50 |

| Laborers: | | |
|----------------------|-------|-------|
| GROUP 1\$ | 24.49 | 11.50 |
| GROUP 2\$ | 25.24 | 11.50 |
| GROUP 3\$ | 25.89 | 11.50 |
| GROUP 3A\$ | 28.29 | 11.50 |
| GROUP 4\$ | 16.84 | 11.50 |
| Tunnels, Shafts, and | | |
| Raises | | |
| GROUP 1\$ | 26.94 | 11.50 |
| GROUP 2\$ | 27.76 | 11.50 |
| GROUP 3\$ | 28.48 | 11.50 |
| | | |

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GROUP 3A....$ 31.12
                                       11.50
 LABORERS CLASSIFICATIONS
 GROUP 1: Asphalt Workers (shovelman, plant crew); Brush
 Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke
 Setters, Hook Tender, Rigger, Signalman; Concrete
 Laborer (curb and gutter, chute handler, grouting, curing,
 screeding); Crusher Plant Laborer; Demolition Laborer; Ditch
 Diggers; Dump Man; Environmental Laborer (asbestos (limited
 to nonmechanical systems), hazardous and toxic waste, oil
 spill); Fence Installer; Fire Watch Laborer; Flagman; Form
 Strippers; General Laborer; Guardrail Laborer, Bridge Rail
 Installers; Hydro-Seeder Nozzleman; Laborers (building);
 Landscape or Planter; Material Handlers; Pneumatic or Power
 Tools; Portable or Chemical Toilet Serviceman; Pump Man or
 Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw
 Tenders; Scaffold Building and Erecting; Slurry Work; Stake
 Hopper; Steam Point or Water Jet Operator; Steam Cleaner
 Operator; Tank Cleaning; Utiliwalk and Utilidor Laborer;
 Watchman (construction projects); Window Cleaner
 GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or
 Handler (sack or bulk); Choker Splicer; Chucktender (wagon,
 airtrack and hydraulic drills); Concrete Laborers (power
 buggy, concrete saws, pumpcrete nozzleman, vibratorman);
 Environmental Laborer (marine work); Foam Gun or Foam Machine
 Operator; Green Cutter (dam work); Guardrail Machine
 Operator; Gunnite Operator; Hod Carriers; Jackhammer or
 Pavement Breakers (more than 45 pounds); Mason Tender and Mud
 Mixer (sewer work); Plasterer, Bricklayer and Cement Finisher
 Tenders; Power Saw Operator; Railroad Switch Layout Laborer;
 Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man;
 Thermal Plastic Applicator; Timber Faller, chain saw
 operator, filer; Timberman
 GROUP 3: Bit Grinder; Drill Doctor (in the field); Drillers
 (including, but not limited to, wagon drills, air track
 drills; hydraulic drills); High Rigger and tree topper;
 Higher Scaler; Pioneer Drilling and Drilling Off Tugger (all
 type drills); Powderman; Slurry Seal Squeegee Man
 GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Grade
 checker (setting or transfering of grade marks, line and
 grade); Pipelayers
 GROUP 4: Final Building Cleanup
 TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS
 GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang;
 Tunnel Track Laborer
 GROUP 2: Burning and Cutting Torch; Concrete Laborers;
 Jackhammers; Laser Instrument Operators; Nozzleman, Pumpcrete
 or Shotcrete; Pipelayers.
  GROUP 3: Miner; Retimberman
  GROUP 3A: Powderman
 Tunnel shaft and raise rates only apply to workers regularly
 employed inside a tunnel portal or shaft collar.
_____
```

| Cement Mason North of the 63rd | Rates | Fringes |
|--------------------------------|-------|---------|
| Parallel\$ South of the 63rd | 28.51 | 10.70 |
| Parallel\$ | 28.26 | 10.70 |
| TEAM0959-003 09/01/2003 | | |
| | Rates | Fringes |
| Truck Driver | | |
| GROUP 1\$ | 32.10 | 10.07 |
| GROUP 1A\$ | 33.15 | 10.07 |
| GROUP 2\$ | 31.05 | 10.07 |
| GROUP 3\$ | 30.37 | 10.07 |
| GROUP 4\$ | 29.90 | 10.07 |

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards)

GROUP 5.....\$ 29.26

10.07

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Tireman, heavy duty; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Greaser; Water Wagon (when pulled by Euclid or similar type equipment); Partsman

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Stringing Truck; Fuel Truck; Fuel Handler with truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Wagon, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck; Combination Truck-fuel and grease; Compactor (when

pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon, single axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Bus Operators (up to 30 passengers); Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Rigger (warehouse operation); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

-

END OF GENERAL DECISION

SECTION 00800 SPECIAL CONTRACT REQUIREMENTS

W911KB-04-B-0007 EMERGENCY STREAMBANK PROTECTION GALENA, ALASKA

I-N-D-E-X

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ATTACHMENTS: CLIMATOLOGICAL SUMMARY

CERTIFICATE OF REASONABLE ASSURANCE

FISH HABITAT PERMIT

--End of Special Contract Requirements Index--

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

SCR-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10):

SEE SECTION 00700

- SCR-2 NOT USED
- SCR-3 LIQUIDATED DAMAGES-CONSTRUCTION (SEP 2000) (FAR 52.211-12):

SEE SECTION 00700

- SCR-4 NOT USED
- SCR-5 CONTRACT DRAWINGS AND SPECIFICATIONS (Aug 2000) (DFARS 252.236-7001):
- (a) The Government will provide the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
 - (b) The Contractor shall --
 - (1) Check all the drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
 - (c) In general -
 - (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| Drawing No. | Sheet No. | Title | Rev. No. | Date |
|----------------|--------------|--------------------------------------|-------------|------|
| | | GENERAL | | |
| NONE | NONE | COVER | NONE | NONE |
| | | | | |
| 7-GAL-92-05-08 | н-1 | LOCATION AND VICINTY MAPS | " | " |
| | | | | |
| " | H-2 | GENERAL SITE PLAN AND SURVEY CONTORL | " | " |
| | | | | |
| " | H-3 | DETAIL SITE PLAN I | " | " |
| | | | | |
| " | H-4 | DETAIL SITE PLAN II | " | " |
| | | | | |
| " | H-5 | CROSS SECTIONS I | " | " |
| " | | | " | " |
| " | H-6 | CROSS SECTIONS II | " | " |
| | | | | |

SCR-6 NOT USED

SCR-7 CERTIFICATES OF COMPLIANCE:

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 3 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

SCR-8 SUBMITTALS (ER 415-1-10, 30 May 1995):

Within 30 days after receipt of Notice to Proceed, the Contractor shall complete and submit to the Contracting Officer, in triplicate, submittal register ENG Form 4288 listing all submittals and dates. In addition to those items listed on ENG Form 4288, the Contractor shall furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes. In preparing the document, adequate time (minimum of 30 days) shall be allowed for review and, only when stipulated, approval and possible resubmittal. Scheduling shall be coordinated with the approved progress schedule. The Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listing shall be submitted to the Contracting Officer at least every 60 days in the quantity specified. Payment will not

be made for any material or equipment that does not comply with contract requirements.

Section 01330 includes an ENG Form 4288 listing technical items the Contractor shall submit to the Contracting Officer, as indicated in the contract requirements.

SCR-9 NOT USED

- SCR-10 GALENA PHYSICAL DATA (APR 1984): Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.
- a. Physical conditions indicated on the drawings and in the specifications are the result of site investigations by inspection.
- b. Location: Galena Airport is located on the Yukon River approximately 270 miles west of Fairbanks, Alaska.
- c. Transportation: Galena Airport is in a remote and relatively inaccessible area with transportation to the site limited to air and water.
- (1) Water: Commercial barge service is available between Nenana (approximately 50 miles southwest of Fairbanks, Alaska) and Galena during the months of June, July and August and may be available late in May and the early part of September.
- (2) Railroad: The Alaska Railroad offers freight service from the 48 contiguous states and Canada via rail barge and trainship through Whittier, and from Seward, to Anchorage and Fairbanks. In addition to the freight service, scheduled passenger service and Railway Express service between Anchorage and Fairbanks, and passenger service between Anchorage and Whittier are also available. Fairbanks (including Eielson AFB and Fort Wainwright) is the northern terminus, and Seward and Whittier are the southern terminals of the Alaska Railroad.
 - (3) Commercial and charter airline service are available.
- d. Climatic Conditions: The daily mean temperature for years of record through 1960 for Galena varies as follows:

| 1 | 1 Jul 60°F | 1 | Jan | -12°F |
|---|------------|---|-----|-------|
| 1 | 1 Aug 59°F | 1 | Feb | -10°F |
| 1 | 1 Sep 50°F | 1 | Mar | -4°F |
| 1 | 1 Oct 34°F | 1 | Apr | 15°F |
| 1 | 1 Nov 14°F | 1 | May | 34°F |
| 1 | 1 Dec -6°F | 1 | Jun | 53°F |

Extreme temperatures for years of record through 1961 are as follows:

| <u>High</u> | Low | <u>High</u> | Low |
|-------------|------|-------------|-------|
| Jul 89°F | 36°F | Jan 42°F | -64°F |
| Aug 82°F | 30°F | Feb 47°F | -59°F |
| Sep 75°F | 14°F | Mar 50°F | -50°F |

| Oct 56°F | -23°F | Apr 65°F | -29°F |
|----------|-------|----------|-------|
| Nov 44°F | -46°F | May 81°F | -9°F |
| Dec 35°F | -62°F | Jun 87°F | 29°F |

Minimum temperatures along the river outside the Galena Air Station flood control dike are usually lower than the weather station temperatures listed.

- e. Climatological Summary for Galena is attached to the end of this section.
- f. General Geology: The Galena Airport is located on a portion of the immediate flood plain of the Yukon River. The surficial deposits consist almost entirely of fine-grained sediments, silt, sand, and combinations thereof, including buried driftwood, which overlay sand and gravel at depth. The depth of the underlying sand and gravel bed is unknown. Erosion of the north bank has left remnant permafrost underlying the north side of the river. The southern extent of this frost zone is unknown below the soil surface. Seasonal frost may join the permafrost along the bank.
- g. Ice Conditions Yukon River: The ice in the Yukon River at Galena goes out during the month of May, with the latest breakup being 3 Jun 1964. In past years there often has been wide spread flooding at this time caused by the impounding of water by extensive ice pile-ups. Extreme floodwater elevation was 134.7 in May 1971.
- h. Hydrograph Records of the Yukon River can be obtained from the U.S. Department of Interior, Geological Survey, Water Resources Division, 4230 University Dr., Anchorage, Alaska. Records are available for a limited number of years at Kaltag, located 76 miles down stream of Galena and for Ruby located 50 miles up stream of Galena.

The following are some river elevations obtained at Galena:

| 1959 | 1960 | 1961 | 1962 | 1963 |
|---------------|----------------|----------------|----------------|-----------------|
| 11 Jul 109.5′ | 12 May 91.10'* | 4 May 91.20' | 30 Mar 94.20' | 29 Jan 95.35' |
| 6 Oct 99.50' | 1 Sep 105.9' | 7 May 93.70' | 26 Apr 92.70' | 26 Feb 94.00' |
| | 8 Nov 94.30' | 15 May 107.6' | 4 May 93.40' | 24 Apr 92.00' |
| | | May 117 ±'* | 26 May 121.0' | 15 May 111.5'** |
| | | 7 Oct 103.0' | 12 Jun 125.3'* | 20 May 118.0'* |
| | | Dec 101.3+0.2' | 31 Jul 112.5′ | 3 Jun 121.5' |
| | | | 24 Sep 104.8' | 21 Sep 101.9' |
| | | | | 3 Nov 97.10' |
| | | | | 7 Dec 98.00' |

- * High Water
- ** Ice started to move down river.

i. Construction Materials: Nonfrost-susceptible gravelly sand is available from the bed of the Yukon immediately west of Galena Village and has been used extensively in previous construction projects in the Galena area. This material is suitable for classified fill and backfill, and after proper processing and washing, it is suitable for concrete aggregate.

SCR-11 NOT USED

SCR-12 IDENTIFICATION OF EMPLOYEES:

- (a) The Contractor shall be responsible for compliance with all local laws, regulations and ordinances of the City of Galena, respecting identification of employees, traffic movements, parking, truck entry, and all other regulations which may affect the work. If the Contractor believes any local law, ordinance or regulation conflicts with this contract, it shall notify the Contracting Officer immediately in writing.
 - (b) See Section 01500 for additional requirements.

SCR-13 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5):

SEE SECTION 00700

SCR-14 SPECIAL SAFETY REQUIREMENTS

The Safety and Health Requirements Manual referenced in paragraph Accident Prevention of the Contract Clauses is amended as indicated below. Copies of the manual can be ordered from the Superintendent of Documents, Government Printing Office, Washington DC, phone 202-512-1800, FAX 202-512-2250.

- a. Not Used
- b. Paragraph 16.C: Add new paragraphs 16.C.21 and 16.C.22.
- 16.C.21. During personnel handling operations, load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs shall be engaged when the occupied platform is in a stationary working position.
- 16.C.22. During personnel handling operations, the load hoist drum shall have a system or device on the power train other than the load hoist brake, which regulates the lowering rate of speed of the hoist mechanism (controlled load lowering). Free fall is prohibited.
- SCR-15 NOT USED

SCR-16 LAYOUT OF WORK (APR 1984) (FAR 52.236-17):

SEE SECTION 00700

SCR-17 QUANTITY SURVEYS (APR 1984) (FAR 52.236-16):

SEE SECTION 00700

SCR-18 NOT USED

SCR-19 HAUL ROADS:

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

(a) One-way haul roads for off-the-road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 feet. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 feet.

When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 feet may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and effective means of speed control.

- (b) Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 feet. Two-way haul-roads for over-the-road haulage equipment only may be reduced to a usable width of 30 feet.
- (c) Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.
- (d) Grades and curves shall allow a minimum sight distance of 200 feet for one-way roads and 300 feet for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 feet above the road surface) can see an object 4.5 feet above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramp over levees), a positive means of traffic control shall be implemented.
- (e) Dust abatement shall permit observation of objects on the roadway at a minimum distance of $300\ \text{feet}$.
- (f) Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 feet on curves and 200 feet maximum elsewhere. Such markers shall extend 6 feet above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

SCR-20 THRU SCR-22 NOT USED

SCR-23 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991) (DFARS 252.236-7002):

SEE SECTION 00700

SCR-24 SIGNAL LIGHTS:

The Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed; vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant

U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-inland (COMDTINST M16672.2) of 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

SCR-25 COMMUNICATION SECURITY:

All communications with DOD organizations are subject to COMSEC review. Contractor personnel shall be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to or receive a call from Alaska District offices or Resident Engineer offices located on military installations, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

SCR-26 PERMITS AND RESPONSIBILITIES:

The Government has obtained the following permits/licenses related to the construction of this project (see attachments):

- Certificate of Reasonable Assurance at Galena, Alaska (issued by Department of Environmental Conservation, State of Alaska)
- Fish Habitat Permit (issued by Department of Fish and Game, State of Alaska)

It will be the responsibility of the Contractor to obtain all other permits/licenses required for this project as required under the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

SCR-27 NOT USED

SCR-28 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (DEC 1991) (DFARS 252.236-7003):

SEE SECTION 00700

SCR-29 NOT USED

SCR-30 OPTION FOR INCREASED QUANTITY

- a. The Government may increase the quantity of work awarded by exercising Optional Items 0006a through 0008d at any time, or not at all, but no later than one year after notice to proceed. Notice to Proceed on work added by exercise of the option will be given upon execution of consent of surety.
- b. The parties hereto further agree that any options herein shall be considered as having been exercised at the time the Government deposits written notification to the Contractor in the mails.
- c. Optional items awarded shall be completed within the time period for completion of the base items, as stated in clause, 52.211-10, Commencement, Prosecution and Completion of Work.

SCR-31 THRU SCR-32 NOT USED

SCR-33 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (1995 MAR HQ USACE) (EFARS 52.232-5000):

- (a) Pursuant to FAR clause 52.232-5, Payments Under Fixed-Price Construction Contracts, materials delivered to the Contractor at locations other than the site of work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the Technical Specifications; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.
- (b) Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime Contractor and including the value of materials and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items:
 - Building materials such as doors and windows, lumber, gypsum board, carpet and other finish materials, paving and masonry products, structural steel, roofing materials, paint, insulation, cabinets, appliances, and prefabricated panels.
 - Mechanical equipment and materials including piping; heating air conditioning and ventilation equipment; ductwork, tanks, air compressors, and pumps.

Electrical equipment and materials including wire, conduit, lighting fixtures, controls and alarms, panels, and generator sets.

SCR-34 THRU SCR-35 NOT USED

SCR-36 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 Oct 1989):

- 1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
- a. The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
- 2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly

weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

Monthly Anticipated Adverse Weather Delay Work Days Based on a 5-Day Work Week

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC 22 2.0 22 11 0 \cap 1 5 Ω 14 21 22

Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and the resultant impact to normally scheduled work. Actual adverse weather delays days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the Contract Clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)".

SCR-37 NOT USED

SCR-38 YEAR 2000 COMPLIANCE (OCT 1997) (FAR 39.106):

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the Contractor shall:

- (1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.
- (2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

SCR-39 NOT USED

SCR-40 KEY PERSONNEL:

During the performance of this contract, no substitutions shall be made for individuals specifically identified in the Contractor's accepted proposal to perform key functions in the work, unless determined necessary by the Contracting Officer and approved in writing. Proposed substitutes shall have qualifications comparable to those of the persons being replaced.

SCR-41 THRU SCR-44 NOT USED

SCR-45 SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS:

EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil (at the HQ homepage, select Safety and Occupational Health).

The Contractor shall be responsible for complying with the current edition and all changes posted on the web (see web address above) as of the effective date of this solicitation and shall comply with the version in effect on the contract award date. This EM 385-1-1 shall remain in effect throughout the life of the contract.

SCR-46 THRU SCR-99 RESERVED

SCR-100 CONTINUING CONTRACTS (1995 MAR HQ USACE) (EFARS 52.232-5001):

- (a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-Federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.
- (b) The sum of \$100,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-Federal project sponsors will be reserved for this contract.
- (c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in Paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.
- (d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.
- (e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.
- (f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the

Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

- (g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.
- (h) Any equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.
- (i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.
- (j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

SCR-101 THRU SCR-111 NOT USED

SCR-112 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) (FAR 52.222-23):

SEE SECTION 00700

SCR-113 ENVIRONMENTAL LITIGATION:

- (a) If the performance of all or part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.
- (b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment

or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

ATTACHMENTS: CLIMATOLOGICAL SUMMARY

CERTIFICATE OF REASONABLE ASSURANCE

FISH HABITAT PERMIT

FISH HABITAT PERMIT AMENDMENT #1

MEANS AND EXTREMES FOR PERIOD OF RECORD

CLIMATOLOGICAL SUMMARY GALENA (1942-1972)

| | | Mean Annual | 23.6° |
|---------------|-------------------|--|--|
| | | Highest Recorded | 92° July |
| Tempera ture | | Lowest Recorded | -64° January |
| pera | | Maximum Freezing Index | 6805 degree days (1955-56) |
| Tem | | Maximum Thawing Index | 3657 degree days (1961) |
| Precipitation | | Mean Annual Mean Annual Snowfall Maximum Monthly Maximum Monthly Mean Maximum Rainfall During 24 hr Period Maximum Snowfall During 24 hr Period Maximum Monthly Snowfall | 13.3" 55.1" 5.36" Aug 1956 2.64" Aug 3.0" 9.0" Feb 1951 32.7" Dec 1946 |
| Γ | | Mean Hourly Speed | 6.7 mph |
| | | Prevailing Direction | N |
| Wit nd | | Maximum Velocity | 86 mph |
| Š | | Direction Maximum Velocity | SSW February |
| | 0 1 | Clear | 88 |
| | Sunrise Sunset | Clear Partly Cloudy | 58 |
| | 8 | | 219 |
| 1 | , | Precipitation 0.01 inch or more | 125 |
| | NEW S | Snow, Sleet, or Hail 1.0 inch or more | 22 |
| | 5 | Heavy Fog | 11 |
| | | Thurderstorms | 5 to 8 per year |
| - 1 | _ | ≥ 70° | 27 |
| | Mean | ≦ 32° | 79 |
| | Annual | 2 ≦ 32° | 227 |
| | Min | Zero | 118 |
| - 1 | - 1 | | |

NPA Form 3 AUG 1958

STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION

DIVISION OF AIR AND WATER QUALITY NON-POINT SOURCE WATER POLLUTION CONTROL

TONY KNOWLES, GOVERNOR

555 Cordova Street Anchorage, AK 99501-2617 PHONE: (907) 269-7564 FAX: (907) 269-7508 http://www.state.ak.us/dec/

September 11, 2002 Certified Receipt Z7099 3400 0016 8435 1297

Lizette Boyer US Army Engineer District, Alaska ATTN: CEPOA-EN-CW-ER (Boyer) PO Box 6898 Elmendorf AFB, Alaska 99506

Subject: Galena Bank Stabilization Reference No. ER 02-04

Dear Ms. Boyer:

In accordance with Section 401 of the Federal Clean Water Act of 1977 and provisions of the Alaska Water Quality Standards, the Department of Environmental Conservation is issuing the enclosed Certificate of Reasonable Assurance for the proposed armoring of 1,800' of river bank at Galena, Alaska.

Department of Environmental Conservation regulations provide that any person who disagrees with any portion of this action may request an adjudicatory hearing in accordance with 18 AAC 15.200-920. This request should be mailed to the Commissioner of the Alaska Department of Environmental Conservation, 410 Willoughby Avenue, Suite 105, Juneau, Alaska 99801-1795. Please also send a copy of the request for hearing to the undersigned. Failure to submit a hearing request within thirty days of receipt of this letter constitutes a waiver of that person's right to judicial review of this action.

Sincerely,

Tim Rumfelt

Environmental Specialist

Enclosure CC: (with encl.) EPA, AK. Operations

"Clean Air, Clean Water"

STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION CERTIFICATE OF REASONABLE ASSURANCE

A Certificate of Reasonable Assurance, in accordance with Section 401 of the federal Clean Water Act and the Alaska Water Quality Standards, is issued to the US Army Corps of Engineers, Alaska District, PO Box 6898, Elmendorf, Alaska 99506, for the proposed armoring of 1,800' of river bank. A 3' thick layer of riprap will extend from the top of the bank to below the low water line of the river. Filter fabric and filter stone will be placed under the rock to minimize movement of fine soils within the bank. Grading will be done to provide an even slope for placement of the material. Construction will occur during the winter. The rock will be moved from the quarry to the project over an ice road.

The proposed activity is located along the Yukon River at Galena, Alaska.

Public notice of the application for this certification was given as required by 18 AAC 15.180.

Water Quality Certification is required under Section 401 because the proposed activity will be authorized by the Corps of Engineers and a discharge may result from the proposed activity.

Having reviewed the application and comments received in response to the public notice, the Alaska Department of Environmental Conservation certifies that there is reasonable assurance that the proposed activity, as well as any discharge which may result, will comply with applicable provisions of Section 401 of the Clean Water Act and the Alaska Water Quality Standards, 18 AAC 70.

Date Syst 11, 2002

Environmental Specialist

STATE OF ALASKA

DEPARTMENT OF FISH AND GAME

HABITAT & RESTORATION DIVISION

TONY KNOWLES, GOVERNOR

1300 COLLEGE ROAD FAIRBANKS, ALASKA 99701-1599 PHONE: (907) 459-7289 FAX: (907) 456-3091

FISH HABITAT PERMIT FG02-III-0224

ISSUED: September 24, 2002 EXPIRES: April 15, 2004

Mr. Guy R. McConnell Chief, Environmental Resources Section U.S. Army Engineer District, Alaska P.O. Box 898 Anchorage, Alaska 99506-0898

Dear Mr. McConnell:

RE: Bank Stabilization, Section 3, T9S, R10E, KM, Nulato Quad; Yukon River (Stream No. 334-40-11000)

Pursuant to AS 16.05.870, the Alaska Department of Fish and Game (ADF&G) has reviewed your proposal to place riprap along the streambank of the Yukon River near Galena, AK. The proposed operation entails grading the streambank to a 2:1 slope above, between, and below two benches – the top bench will be 14' wide, the lower bench 20' wide. A pproximately 10,900 cubic yards of fill material will be needed to obtain the desired slope along the reach of the project. Approximately 32,700 cubic yards of large riprap will be placed on the sloped/benched streambank. Filter fabric (336,000 square feet) will be installed below all material placed on the streambank and streambed. The soils excavated from the banks will be placed above the riprap on top of the streambank as a base for natural revegetation. The approximate total length of the project is 2,100 linear feet.

The Yukon River has been specified as being important for the migration, spawning, or rearing of anadromous fishes in accordance with AS 16.05.870(a). Chinook, coho, chum, pink, and sockeye salmon use this portion of the waterbody. In addition, resident fish (e.g., whitefish, sheefish, Arctic grayling, pike, burbot, sculpin) use this portion of the waterbody.

Mr. Guy R. McConnell FG02-III-0224

2

September 24, 2002

In accordance with AS 16.05.870(d), project approval is hereby given subject to your proposed scope of work and the following stipulations:

- (1) All work in the streambed and below ordinary high water shall be conducted when water levels are low and fish migration/movement has ceased (e.g., late fall or winter).
- (2) "End-dumping" riprap along the streambank is prohibited. Riprap shall be strategically placed to ensure effective bank protection and prevent excess rock in the streambed.

The permittee is responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved plan. For any activity that significantly deviates from the approved plan, the permittee shall notify the ADF&G and obtain written approval in the form of a permit amendment before beginning the activity. Any action taken by the permittee, or an agent of the permittee, that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the ADF&G. Therefore, it is recommended that the ADF&G be consulted immediately when a deviation from the approved plan is being considered.

This letter constitutes a permit issued under the authority of AS 16.05.870. This permit must be retained on site during the permitted activity. Please be advised that this approval does not relieve you of the responsibility of securing other permits, state, federal or local.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to c omply with its provisions or failure to c omply with a pplicable statutes and regulations. The department reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which were a direct result of the failure to comply with this permit or any applicable law.

The recipient of this permit (the permittee) shall indemnify, save harmless, and defend the department, its agents and its employees from any and all claims, actions or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or the permittee's performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330--44.62.630.

Mr. Guy R. McConnell FG02-III-0224

3

September 24, 2002

Sincerely,

Robert G. Bosworth, Deputy Commissioner

BY:

Alvin G. Ott, Regional Supervisor
Habitat and Restoration Division
Alaska Department of Fish and Game

ecc:

Harry Bader, ADNR, Fairbanks
Pete McGee, ADEC, Fairbanks
Patrick Sousa, USFWS, Fairbanks
Jeanne Hanson, NMFS, Anchorage
Don Kohler, ACOE, Anchorage
Charlie Swanton, ADF&G, Fairbanks
Fred Bue, ADF&G, Fairbanks

AGO/nji

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF HABITAT MANAGEMENT AND PERMITTING

FRANK MURKOWSKI, GOVERNOR

1300 COLLEGE RD. FAIRBANKS, AK 99701 PHONE: (907) 459-7289 FAX: (907) 456-3091

FISH HABITAT PERMIT FG02-III-0224 Amendment #1

ISSUED: January 27, 2004 EXPIRES: June 30, 2006

Mr. Guy R. McConnell Chief, Environmental Resources Section U.S. Army Engineer District, Alaska P.O. Box 6898 Elmendorf AFB, Alaska 99506-6898

Dear Mr. McConnell:

RE: Bank Stabilization, Section 3, T9S, R10E, KM, Nulato Quad; Yukon River (Stream No. 334-40-11000)

Pursuant to AS 16.05.870, the Alaska Department of Natural Resources (ADNR) Office of Habitat Management and Permitting (OHMP) has reviewed your proposal to place riprap along the streambank of the Yukon River near Galena, AK. The proposed operation entails grading the streambank to a 2:1 slope above, between, and below two benches – the top bench will be 14' wide and the lower bench 20' wide. Approximately 10,900 cubic yards of fill material will be needed to obtain the desired slope along the reach of the project. Approximately 32,700 cubic yards of large riprap will be placed on the sloped/benched streambank. Filter fabric (336,000 square feet) will be installed below all material placed on the streambank and streambed. The soils excavated from the banks will be placed above the riprap on top of the streambank as a base for natural revegetation. The approximate total length of the project is 2,300 linear feet.

As per your letter of request dated January 21, 2004, Fish Habitat Permit FG02-III-0224 has been amended to extend the expiration date – this permit now expires on June 30, 2006. All other terms and conditions of the original permit remain in full force and effect.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330-44.62.630.

2

January 27, 2004

Sincerely,

Dick LeFebvre, Deputy Commissioner

BY: Robert F. McLean, Area Office Manager Office of Habitat Management and Permitting Alaska Department of Natural Resources

Harry Bader, ADNR, Fairbanks ecc: Pete McGee, ADEC, Fairbanks Larry Bright, USFWS, Fairbanks Jeanne Hanson, NMFS, Anchorage Kevin Morgan, ACOE, Anchorage Charlie Swanton, ADF&G, Fairbanks Fred Bue, ADF&G, Fairbanks

RFM/nji

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01016

SPECIAL ITEMS (CIVIL WORKS)

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SECTION 01016

SPECIAL ITEMS (CIVIL WORKS)

PART 1 GENERAL

1.1 SCOPE

Items included in this section cover special features and/or requirements which are not otherwise specified or indicated.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY (DA)

FM 3-34.331

(January 2001) Topographic Surveying

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-2-1003

(Jan 2002) Engineering and Design - Hydrographic Surveying

EM 385-1-1

(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD Directive 4500.53

Operational Support Airlift (OSA)

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

Pub. L. 99-661

(Nov 1986) National Defense Authorization Act for Fiscal Year 1987

1.3 ACCIDENT PREVENTION PLAN

The Contractor shall obtain the Contracting Officer's approval of the Accident Prevention Plan required by EM 385-1-1 prior to start of any work at the project site.

1.3.1 Navigation Safety and Coordination Plan

The Contractor shall submit a Navigation Safety and Coordination Plan as part of the Accident Prevention Plan. This plan shall include but not be limited to coordination with local officials, and reference to applicable U.S. Coast Guard regulations for construction vessels as well as SECTION 19, Floating Plant and Marine Activities, of EM 385-1-1

1.4 FIRE SAFETY

The Contractor shall obtain a permit from the organization having jurisdiction over the job site for any welding or open flame work.

1.5 WORK CLEARANCE AND UTILITY OUTAGES

Section not used.

1.6 DISPOSITION OF MATERIALS

Combustible and noncombustible waste material shall be disposed of off-site, unless otherwise specified. No burning will be permitted.

1.6.1 Salvageable Material

Salvageable material, if not otherwise indicated, shall become the property of the Contractor. The value of such salvage shall be reflected in the contract price.

1.7 TESTS

The Contractor shall provide testing, except where specifically noted to be performed by the Government, in accordance with SECTION 01451 CONTRACTOR QUALITY CONTROL.

1.8 WARRANTY OF CONSTRUCTION

- a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in subparagraph "i" herein, that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or -controlled real or personal property, when that damage is the result of:
 - the Contractor's failure to conform to contract requirements;
 - 2. any defect of equipment, material, workmanship, or design furnished.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- e. The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

- f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - 3. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- h. In the event the Contractor's warranty under subparagraph "b" herein has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any defect in Government-furnished material or design.
- j. This warranty shall not limit the Government's rights under the Inspection of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.
- k. Defects in design or manufacture of equipment, specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

1.8.1 Failures

Upon receipt of notice from the Government of failure of any part of warranted items during the warranty period, the affected part or parts shall be promptly replaced. Such replacement shall include furnishing and installing the necessary new part or parts, making all necessary repairs, restoring the affected item to the operating condition specified in this contract and making all such tests as are necessary to ensure that there are no remaining defects. Such tests shall be performed in the presence of representatives of the Using Agency indicated below. Upon final acceptance of the work or transfer of responsibility to the Government for operation and maintenance of the items covered, whichever is earlier, the Contractor shall be responsible to the Using Agency for the warranty provisions of this contract. A letter stating the applicable warranty provisions shall be furnished to the Contracting Officer in duplicate, in the format and text shown in the sample letter attached to this section.

U.S. Army Engineer District, Alaska CEPOA-CT-CM P.O. Box 6898

Anchorage, Alaska 99506-6898

1.9 CAMP FACILITIES

There are no Government owned camp facilities at the job site for the Contractor's use.

1.10 CONTRACTOR-FURNISHED VEHICLE

The Contractor shall provide and maintain a four-wheel-drive late model Blazer/Explorer-type vehicle at the job site, in good repair and approved by the Contracting Officer, for the use of the Government representatives regularly employed at the job site. The cost of providing the vehicle and fuel, oil, maintenance and repairs shall be borne by the Contractor and included in the contract price. The vehicle shall be in place by start of initial setup work at the job site and maintained through final cleanup. During any down time, an equal substitute vehicle shall be provided immediately.

1.11 OFF-SITE TRANSPORTATION

The Contractor shall provide round-trip transportation between Fairbanks and the job site for the Government field representative assigned to the project. The assigned representative will normally spend four continuous weeks at the job site and one week back in Fairbanks on an alternating basis. The Contractor shall also provide round-trip transportation for a temporary Government representative between Fairbanks and the project site for each of the one week periods. A minimum of two hours overlap shall be allowed on the job site for the regular and temporary representatives to brief each other. A baggage allowance of up to 140 pounds, plus one carry on bag, shall be included on each flight if air transportation is used. The Contractor shall provide round-trip transportation to the quarry site for Government representatives visiting the quarry site to observe Contractor quality control testing, and to verify stockpile quantities for pay estimates. If charter aircraft are needed, they shall be DOD Commercial Airlift Review Board approved per Pub. L. 99-661 and DOD Directive 4500.53. If water transportation is used, craft and operator shall comply with all applicable Coast Guard requirements for commercial vessel operations. Dates and times of transportation shall be coordinated with the Contracting Officer.

1.12 FURNISHINGS FOR GOVERNMENT FIELD OFFICE

The Government field office specified in SECTION 01500 TEMPORARY CONSTRUCTION FACILITIES shall be furnished with one desk, one drawing layout table, three chairs, a four-drawer vertical or two-drawer lateral file cabinet, a plain paper FAX machine, a business telephone with answering machine, a portable copier with automatic document feed, and an IBM compatible personal computer with SVGA monitor, 256 MB RAM, 40+ GB hard drive, MS Windows, latest version Microsoft Office Professional, latest version Microsoft Exchange Client , 56K Fax/Modem, and HP Deskjet 340 printer. The telephone and FAX machine shall have single party lines, different from each other, and separate from the Contractor's phone line(s). All costs shall be borne by the Contractor and included in the contract price, except that long distance charges incurred by the Government representative will be paid for by the Government upon arrangement with the Contracting Officer.

1.13 ACCOMMODATIONS FOR GOVERNMENT REPRESENTATIVES

The Contractor shall furnish suitable separate living facilities near the job site to be used as quarters for the Government representatives regularly employed at the job site, and located separately from the Contractor's area. All costs shall be borne by the Contractor and included in the contract price. The facilities shall be subject to the approval of the Contracting Officer and shall meet or exceed the following requirements:

- a. One house or modular-type housing unit, with the following for each unit.
- b. Single rooms for two people, each equipped with dresser, nightstand, full-size bed with clean linen, blankets and pillows; each room to have at least 160 square feet of area.
- c. A kitchen equipped with a range (vented hood), garbage disposal, microwave oven, refrigerator with freezer, and cooking and eating utensils.
- d. A utility room equipped with clothes washer and dryer.
- e. A day room equipped with chairs, couch, and a color television with clear reception of basic, locally available channels and cable television or equivalent, if available.
- f. A private bathroom for each bedroom, with toilet, wash basin, and shower.
- g. Daily maid and janitorial service; weekly linen service.
- h. A telephone and answering machine with a single party line.

The Contractor shall furnish and install utilities including telephone service, providing connections to service locations. Accommodations shall be in place and connected by start of initial setup work at the job site and maintained through final cleanup. All costs shall be borne by the Contractor and included in the contract price, except that long distance charges incurred by the Government representative will be paid for by the Government upon arrangement with the Contracting Officer. The Contractor shall furnish accommodations for the Government representative(s) while observing quality control testing and verifying stockpile quantities for pay requests.

1.14 MEALS FOR GOVERNMENT REPRESENTATIVES

The Contractor shall provide to the Government three meals per day at the job site for one person for the duration of on-site construction activities. In addition, the Contractor shall provide 30 meals over the course of on-site activity for official-visitor representatives of the Government. The cost for furnishing these meals shall be included in the total contract price.

1.15 PARTNERING

a. The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives

are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

b. This partnership will be bilateral in makeup, and participation will be totally voluntary. Implementation of this initiative will be a topic of discussion at the Preconstruction Conference. Other recurring or special purpose meetings, as agreed between the Government and the Contractor, will be held as necessary to resolve contentious issues and maintain the partnering spirit.

1.16 SCHEDULING OF WORK

All work in the streambed and below ordinary high water shall only be conducted during the period of November 1 through April 30 of any year.

1.17 COORDINATION OF WORK

The Contractor shall be responsible for all coordination with the Galena City Manager and all concerned State and local interests regarding its activities, and also with any other contractors as specified in the CONTRACT CLAUSES. The Contractor shall coordinate its work within the barge landing area with the Galena City Manager to accomodate the various fuel and supply shipments. The Contractor shall keep advised of vessel traffic near the job site and conduct operations so that interference with vessels will not occur. The Contractor shall conduct its work and dispose of its plant and equipment in a manner that will minimize interference with other construction or operations at the job site. The Government does not guarantee unrestricted availability of the site. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other temporary structures placed by it under the contract, in navigable waters or on shore.

1.18 EQUIPMENT

The following equipment schedule shall be completed by the Contractor and submitted within 10 days of receipt of Notice-to-Proceed. The Contractor shall keep equipment on the job sufficient to meet the requirements of the work. The equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and shall be subject to inspection by the Contracting Officer at all times. The equipment used shall be of a design and have characteristics similar to equipment which has been used successfully for a minimum of 3 years under similar conditions. It shall be the responsibility of the Contractor to prove this equipment has sufficient capacity to accomplish the work in a timely manner without damaging existing facilities or obstructing navigation.

- a. Number. For equipment give identifying number or name.
- b. Type. Under this heading give general description. Sufficient detailed information shall be furnished to properly delineate the proposed equipment and operation.
- c. Capacity. Under this heading, state the estimated capacity of the plant and equipment in cubic yards or tons per day when working materials similar to those anticipated in the work. No reduction in the stated capacity of the plant and equipment employed on the work shall be made except by written permission of the Contracting Officer.

The measure of the "capacity of the plant and equipment" shall be its actual performance on the work.

PLANT AND EQUIPMENT SCHEDULE (To Be Submitted as Indicated)

Minimum Plant To Be Used

Number Type Capacity Manufacturer Age & Condition Location Value

Note: In preparing the above tabulation, the Contractor shall insert the necessary information under the appropriate heading, using a separate line for each major item and additional pages if necessary.

1.19 HAUL ROADS, LOADING RAMPS, AND DOCKS

The use of existing roads for hauling shall be coordinated with Federal, State and Local agencies. It shall be the Contractor's responsibility to acquire all permits and easements for use of existing roads and docks or for construction of new haul roads, loading ramps, and docks. Prior to construction of any haul road or use of existing roads, the Contractor shall submit to the Contracting Officer, for information, a haul road plan demonstrating that the road(s) will meet the safety requirements of EM 385-1-1. Upon completion of the project, the Contractor shall remove all haul roads, loading ramps, and docks it built within the project area, to the satisfaction of the Contracting Officer. Any temporary fill used for these facilities shall be removed and placed in an acceptable disposal area. Any existing access roads shall be left in as good condition as when work started.

1.20 SURVEYS

The Contractor shall provide surveys through the use of an independent hydrographic survey firm. This hydrographic firm shall have the capability to plot the surveys by computer onto orthographic plan-view drawings.

1.20.1 Equipment

The Contractor shall provide information, to the Contracting Officer, for approval of the electronic horizontal positioning and depth finding equipment to be used in the work. Typical information that will be required, as a minimum, includes the name, model, and year of manufacture of the electronic equipment, the electronic frequencies of the horizontal positioning and depth finding equipment, and the manufacturer's stated positioning accuracy and capability of the equipment proposed for usage. Description of the equipment shall be submitted in writing to the Contracting Officer prior to starting work. In addition, the Contractor shall provide information that a safe and suitable vessel will be available for the positioning work to be performed, and that qualified personnel will operate the vessel and the electronic positioning and depth finding equipment.

1.20.2 Quantity Computations and Cross-Section Drawings

The hydrographic surveyor shall provide quantity computations, using surveys as specified, showing quantities placed. In addition, the hydrographic surveyor shall furnish cross-sections and quantities for each 25 foot foot baseline station increment across the project area. Side slopes, breakpoints, benches, excavation extents and the correct design cross-section with tolerances shall also be shown. Quantities placed

beyond the limits of the specified design cross-section shall be computed and deducted from the total quantity placed. Cross-sections shall be submitted as drawings and as data files on compact disks, in .DXF $\underline{\text{and}}$.DWG formats capable of reproducing the complete plotted cross-section $\underline{\text{drawings}}$. Scale shall be 1:20 vertical and 1:20 horizontal. All quantity and cross-section materials shall be furnished to the Contracting Officer within ten (10) days after completion of the survey.

1.20.3 Government-Furnished Data

The Contracting Officer will provide the Contractor with a computer diskette containing data capable of producing a basic survey contract drawing, complete with area map, borders, title block, and miscellaneous information, in Autocad 2000.

1.20.4 Plan-View Drawings

The hydrographic surveyor shall reduce soundings to the nearest one-tenth of a foot and plot them onto plan-view drawings computer-generated in Autocad 2000. Soundings shall be recorded and plotted at 25-foot intervals on a grid that covers the project area. Intermediate soundings shall be recorded and plotted where hydrographic anomalies or obstacles of 3 feet or greater are encountered. All pertinent title block information shall be printed within the block. Any information found in error on the Government-furnished drawings, such as vicinity maps, notes, shorelines, floats, docks, navigational aids, control coordinates, etc., shall be eradicated and replaced with accurate data as it becomes known.

1.20.5 Drawing Submittals

Each drawing shall contain all pertinent data, computer plotted accurately at the above spacings. The survey drawings shall be signed, dated and stamped by the hydrographic surveyor and the Contractor, complete and ready for Government review and signatures. Survey drawings shall also be submitted on CD-ROM as specified above, capable of reproducing the complete plotted survey drawings. Preliminary paper copies of drawings shall be submitted within ten (10) days after completion of any survey for review by the Contracting Officer. Final drawings shall be submitted on full size mylars and CD-ROM within ten (10) days after receipt of the reviewed paper copies.

1.20.6 Field Notes

Upon completing a final survey, quantity calculations, cross-sections and drawings, the Contractor shall submit the originals of all field notes, notebooks, fathometer scrolls and all other records relating to the survey or to the layout of the work, to the Contracting Officer, who will use them as necessary to determine the amount of progress for payment. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

1.20.7 Existing Monuments

If, during the performance of the work, the Contractor removes or destroys previously set brass or aluminum survey caps, the survey caps shall be reinstated by the Contractor at its expense.

1.20.8 Accuracy

All surveys for layout, intermediate conditions, and final as-built conditions shall conform to EM 1110-2-1003 for class I survey and standard third order traverse requirements as specified in FM 3-34.331. The following accuracy's shall be attained:

- a. Azimuth Closure shall not exceed 5 seconds per angle in traverse.
- b. Distance closure error, after azimuth adjustment, shall not exceed 1 part in 5,000 parts.
- c. Traverse adjustment shall be by the Compass Rule.
- d. Levels shall be to third order standards.
- e. Horizontal and vertical control shall be as stated on the individual contract drawings.

1.20.9 Certification

All survey work shall be performed by or under the direct supervision of a professional land surveyor licensed in the State of Alaska. The surveyor shall document at least three years of experience in hydrographic surveying on navigable channels as party chief or responsible surveyor in charge, and have a current land surveyor's certificate. A current American Congress for Surveying and Mapping (ACSM) hydrographic certification is preferred, but not required.

1.21 BLASTING

No blasting will be allowed within the project boundary.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SAMPLE LETTER

| Contracting Officer | | |
|--|---|--|
| DateAddress (as stated in Not: | ice of Award) | |
| naaress (as seated in nee | ice of ilward, | |
| SUBJECT: Warranty Provis | ions, Contract | |
| GENTLEMEN: | | |
| This is to acknowledge our provisions of this contract | | |
| The following items, equipathis contract are hereby workmanship for a period a | warranted against defecti | |
| Warranted Item, Equipment or System | Identification Serial Number, Etc. | Warranty Expires at 11:59 PM Std. Time |
| | | |
| | | |
| period, the affected part parts. Such replacement of part or parts, making all equipment, or system to the and making all such tests remaining defects. Such to Representative of the Usin | will include furnishing and necessary repairs, restorate operating condition species are necessary to ensure tests will be performed in | nd installing the new ring the item, ecified in this contract re that there are no n the presence of the |
| We are responsible to | | for the |
| warranty provisions of the failure of any of the pred the warranty provisions of | is contract. Corresponder ceding items, equipment or | nce regarding the r systems covered by |
| | Telepho | ne Number: |
| | | |
| Very truly yours, | | |
| Signed: | | |
| Title: | | |
| Organization: | | |

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SECTION 01271

MEASUREMENT, PAYMENT, AND CONTRACT COST BREAKDOWN

PART 1 GENERAL

1.1 MEASUREMENT

1.1.1 Lump Sum

Each lump sum item will be measured for payment as a complete item.

1.1.2 Square Yard (S.Y.)

Unless otherwise specified, measurement of items by area will be based on horizontal measurements taken after the item of work or portion thereof is completed.

1.1.3 Cubic Yard (C.Y)

Measurement by the cubic yard will be computed by the average-end-area method from cross sections taken before and after the performance of the work. Measurement will be made to the original surface before performance of work and to the finished surface at the lines and elevations shown on the drawings after completion of work, except that measurement of excavation will include the excavation below grade of unsuitable material, where directed by the Contracting Officer. The measurement will not include the volume of any work performed prior to the taking of elevations and measurements of undisturbed grade. The final cross-sectional area measured will not include water or other liquid, but will include mud, muck, or other similar semi-solid material which cannot be drained away, which has not been disturbed by the Contractor prior to the time that cross-sectional measurements are taken. No allowance will be made in computing cross-sectional areas for settlement of lower courses and of natural ground, which settlement shall be anticipated by the Contractor as a job condition.

1.2 PAYMENT

Payment will be made at the contract unit price. The price for each item shall constitute full compensation for furnishing all labor, equipment, and materials, and performing all operations necessary to construct and complete the work in accordance with the specifications and drawings. Payment shall be considered as full compensation, notwithstanding that minor features of the work to complete the item may not be mentioned. Deviation in the actual quantity, either above or below the estimated quantity shown, shall not be made a basis for a claim for adjustment in the contract unit price, except as otherwise specified in CONTRACT CLAUSES under VARIATION IN ESTIMATED QUANTITY. Work paid for under one item will not be paid for under any other item.

1.2.1 Item 1, Mobilization and Demobilization

Payment will include transportation of plant, equipment, supplies, and

appurtenances to and from the project; assembly of plant; and removal of same after completion of the project. Payment will be made in accordance with SECTION 00800 SPECIAL CONTRACT REQUIREMENTS, in SCR-28 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.2.2 Tonnage Assessment and Adjustments

Rock placed outside the limits and tolerances indicated will be deducted from payment at a rate of 1.35 tons per cubic yard in place, computed by hydrographic survey as specified, or repositioned if so directed by the Contracting Officer. All calculations and adjustments shall be subject to approval by the Contracting Officer.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTRACT COST BREAKDOWN

The Contractor shall furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its lump-sum pay item or items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

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SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", SECTION 01320, PROJECT SCHEDULE, SECTION 01330, SUBMITTAL PROCEDURES, and SECTION 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3-1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 56 Kbps

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 OCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government

will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data shall automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in SECTION 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by SECTION 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor shall be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch

list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or SECTION 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see SECTION 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs shall be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate, in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED
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SECTION 01320

PROJECT SCHEDULE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of as-built drawings.
- b. Submission and approval of fire protection specialist.
- c. Performance Verification testing.
- d. Other systems testing, if required.
- e. Prefinal inspection.
- f. Correction of punchlist from prefinal inspection.
- g. Final inspection.

3.3.2.4 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, Contractor work force, or Government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.6 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.7 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.8 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.9 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.10 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.11 Feature of Work

All activities shall be identified in the project schedule according to the

feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating, shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 in. disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number of the person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and

its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer

will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion date(s).

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will need to approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather; 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary; 3) changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will need to be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.10 ATTACHMENT

Standard Data Exchange Format Specification (Appendix A)

APPENDIX A

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STANDARD DATA EXCHANGE FORMAT SPECIFICATION

PART 1- GENERAL

- 1. Application of This Provision: The Standard Data Exchange Format (SDEF) provides a non-proprietary protocol to exchange project planning and progress data between scheduling systems.
- 2. File Type and Format: The data file shall consist of a 132 character, freed format, "ASCII" file. Text shall be left-justified and numbers shall be right-justified in each field. Data records must conform, exactly, to the sequence, column position, maximum length, mandatory values, and field definitions described below to comply with the SDEF. Unless specifically stated, all numbers shall be whole numbers. Fields containing numbers shall not be zero filled. All data columns shall be separated by a single blank column. The file shall not contain blank lines.
- **3. Usage Notes:** Where appropriate, notes regarding proper usage of systems to support the SDEF have been included in brackets ([]). These notes are included to assist users in creating SDEF-compatible files, given the variety of software systems that support the SDEF.
- **4. Recommended Systems:** Several systems have been tested to determine the accuracy of importing and exporting SDEF files. For information on the current list of recommended systems, please contact Mr. Stan Green at HQUSACE, (202) 761-0206. Although the currently listed system have been tested other systems may also be acceptable provided those systems correctly import and export SDEF files.
- **5. SDEF Checker Program:** A program that checks whether a file meets the SDEF is available free of charge. A copy of this program may be obtained by written request to: U.S. Army Corps of Engineers, ATTN: Mr. Bill East (CECER-FFA), P.O. Box 9005, Champaign, IL 61826-90005. A description of the SDEF Checker is also available on the Internet and CivilNet.

PART 2- SDEF SPECIFICATION

6. SDEF Organization: The SDEF shall consist of the following records provided in the exact sequence shown below:

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Paragraph Record

| Reference I | <u>Description</u> | Remarks |
|-------------|----------------------|----------------------------------|
| 6.a | Volume Record | Mandatory First Line of File |
| 6.b | Project Record | Mandatory Second Line of File |
| 6.c | Calendar Record(s) | Mandatory One Record Minimum |
| 6.d | Holiday Record(s) | Mandatory if Holidays Used |
| 6.e | Activity Record(s) | Mandatory Records |
| 6.f | Precedence Record(s) | Mandatory for Precedence |
| 6.g | Unit Cost Record(s) | Mandatory for Unit Costs |
| 6.h | Progress Record(s) | Mandatory Records |
| 6.i | File End Record | Mandatory Last Line of Disk/File |

6.a. Volume Record: The Volume Record shall be used to control the transfer of data that may not fit on a single disk. The first line in every file used to store SDEF data shall be the Volume Record. The Volume Record shall sequentially identify the number of the data transfer disk(s). The Volume Record shall have the following format:

| | Column | Max. | Req. | | |
|-------------------|-----------------|------|--------------|-------------|-----------------|
| Description | Position | Len. | <u>Value</u> | <u>Type</u> | Notes |
| | | | | | |
| RECORD IDENTIFIER | 1 - 4 | 4 | VOLM | Fixed | Filled |
| DISK NUMBER | 6 - 7 | 2 | \checkmark | Number | Right Justified |

6.a.(1) The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "VOLM". The VOLM record must appear on the first line of the SDEF data file.

6.a.(2) The DISK NUMBER field shall identify the number of the data disk used to store the data exchange information. If all data may be contained on a single disk, this field shall contain the value of "l". If more disks are required, then the second disk shall contain the value "2", the third disk shall be designated with a "3", and so on. Identification of the last data disk is accomplished in the Reject End Record.

6.b. Project Record: The Project Identifier Record shall contain general project information. Because more than one SDEF file may be required for data transfer between large projects, the PROJ record shall be the second line of the first SDEF file transferred. The PROJ record shall contain information in the following format:

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| | Column | Max. | Req. | | |
|---------------------|-----------------|------|--------------|---------|----------------|
| <u>Description</u> | Position | Len. | <u>Value</u> | Type | Notes |
| | | | | | |
| RECORD IDENTIFIER | 1- 4 | 4 | PROJ | Fixed | Filled |
| DATA DATE | 6- 12 | 7 | \checkmark | ddmmmyy | Filled |
| PROJECT IDENTIFIER | 14-17 | 4 | √ . | Alpha. | Left Justified |
| PROJECT NAME | 19-66 | 48 | \checkmark | Alpha. | Left Justified |
| CONTRACTOR NAME | 68-103 | 36 | \checkmark | Alpha. | Left Justified |
| ARROW OR PRECEDENCE | 105-105 | 1 | A,P | Fixed | Filled |
| CONTRACT NUMBER | 107-112 | 6 | \checkmark | Alpha. | Left Justified |
| PROJECT START | 114-120 | 7 | \checkmark | ddmmmyy | Filled |
| PROJECT END | 122-128 | 7 | \checkmark | ddmmmyy | Filled |

6.b.(1) The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "PROJ". This record shall contain the general project information and indicates which scheduling method shall be used.

6.b.(2) The DATA DATE is the date of the schedule calculation. The abbreviation "ddmmmyy" refers to a date format that shall translate a date into two numbers for the day, three letters for the month, and two numbers for the year. For example, March 1, 1999 shall be translated into OlMar99. This same convention for date formats shall be used throughout the entire data format. To ensure that dates are translated consistently, the following abbreviations shall be used for the three character month code:

Abbreviation Month

| JAN | January |
|-----|-----------|
| FEB | February |
| MAR | March |
| APR | April |
| MAY | May |
| JUN | June |
| JUL | July |
| AUG | August |
| SEP | September |
| OCT | October |
| NOV | November |
| DEC | December |

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- 6.b.(3) The PROJECT IDENTIFIER is a maximum four character abbreviation for the schedule. These four characters shall be used to uniquely identify the project and specific update as agreed upon by Contractor and Contracting Officer. When utilizing scheduling software these four characters shall be used to select the project. Software manufacturers shall provide information to users to ensure that data importing programs do not automatically overwrite other schedules with the same PROJECT IDENTIFIER.
- 6.b.(4) The PROJECT NAME field shall contain the name and location of the project edited to fit the space provided. The data appearing here shall appear on scheduling software reports. The abbreviation "Alpha." refers to an "Alphanumeric" field value and shall be used throughout the remainder of this specification.
- 6.b.(5) The CONTRACTOR NAME field shall contain the Construction Contractor's name, edited to fit the space provided.
- 6.b.(6) The ARROW OR PRECEDENCE field shall indicate which method shall be used for calculation of the schedule. The value "A" shall signify the Arrow Diagramming Method. The value "P" shall signify the Precedence Diagramming Method. The ACTIVITY ID field of the Activity Record shall be interpreted differently depending on the value of this field. The Precedence Record shall be required if the value of this field is "P". [Usage note: software systems may not support both arrow and precedence diagramming. It is recommended that the selection of the type of network be based on the capabilities of the software used by project partners.]
- 6.b.(7) The CONTRACT NUMBER field shall contain the contract number for the project. For example, the construction contract number DACA85-89-C-0001 shall be entered into this field as "890001".
- 6.b.(8) The PROJECT START field shall contain the date that the Contractor acknowledges the Notice to Proceed (NTP). [Usage note: Software systems may use a project start date to constrain the first activity of a network. To ensure consistent scheduling calculations across products, it is recommended that the first activity in the schedule contain an EARLY START constraint and a software system's PROJECT START date only be used to report on the project's start date.]
- 6.b.(9) The PROJECT END field shall contain the date that the Contractor plans to complete the work as approved by the Contracting Officer. [Usage note: software systems may use a project end date to constrain the last activity of a network. To ensure consistent scheduling calculations across products, it is recommended that the last activity in the schedule contain an EARLY START constraint and a software system's PROJECT END date only be used to report on the project's end date.]
- **6.c.** Calendar Record: The Calendar Record(s) shall follow the Project Identifier Record in the first disk of data transferred. A minimum of one Calendar Record shall be required for all data exchange activity files. The format for the Calendar Record shall be as follows:

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| <u>Description</u> | Column Position | Max. <u>Len.</u> | Req. <u>Value</u> | <u>Type</u> | <u>Notes</u> |
|----------------------|--------------------|---------------------|----------------------|-------------|----------------|
| RECORD IDENTIFIER | 1 - 4 | 4 | CLDR | FixedFille | ed |
| CALENDAR CODE | 6 - 6 | 1 | $\sqrt{}$ | Alpha. | Filled |
| WORKDAYS | 8 - 14 | | SMTWTFS | Fixed | Filled |
| CALENDAR DESCRIPTION | 16-45 | 30 | \checkmark | Alpha. | Left Justified |

- 6.c.(1) The RECORD IDENTIFIER shall always begin with "CLDR" to identify it as a Calendar Record. Each Calendar Record used shall have this identification in the first four columns. [Usage note: Systems contain a variety of calendar options. It is recommended that the least common denominator of calendar features between the systems be used as the basis for creating the SDEF file for a given project.]
- 6.c.(2) The CALENDAR CODE shall be used in the activity records to signify that this calendar is associated with the activity. [Usage note: Some systems do not allow for alphanumeric CALENDAR CODES, but only allow positive integers from 1 to 9. It is recommended that only positive integers be used for the CALENDAR CODE field to support the widest variety of scheduling systems.]
- 6.c.(3) The WORKDAYS field shall contain the work-week pattern selected with "Y", for Yes, and "N", for No. The first character shall be Sunday and the last character Saturday. An example of a typical five (5) day work-week would be NYYYYYN. A seven (7) day work-week would be YYYYYYYY.
 - 6.c.(4) The CALENDAR DESCRIPTION shall be used to briefly describe the calendar used.
- **6.d.** Holiday Record: The Holiday Record(s) shall follow the Calendar Record(s) in the first disk of data transferred. There may be calendars without any holidays designated or several Holiday Records for each Calendar Record(s). The format for the Holiday Record shall be as follows:

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| Description | Column Position | Max. Len. | Req. <u>Value</u> | Туре | <u>Notes</u> |
|-------------------|--------------------|--------------|----------------------|---------|---------------|
| RECORD IDENTIFIER | 1 - 4 | 4 | HOLI | Fixed | Filled |
| CALENDAR CODE | 6 - 6 | 1 | \checkmark | Alpha. | Filled |
| HOLIDAY DATE | 8 - 1 4 | 7 | \checkmark | ddmmmyy | Filled |
| HOLIDAY DATE | 16-22 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 24-30 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 32-38 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 40-46 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 48-54 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 56-62 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 64-70 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 72-78 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 80-86 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 88-94 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 96-102 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 104-110 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 112-118 | | - | ddmmmyy | May be Filled |
| HOLIDAY DATE | 120-126 | | - | ddmmmyy | May be Filled |

6.d.(1) The RECORD IDENTIFIER shall always begin with "HOLI". Each Holiday Record used shall have this identification in the first four columns.

6.d.(2) The CALENDAR CODE indicates which work-week calendar the holidays shall be applied to. More than one HOLI record may be used for a given CALENDAR CODE.

6.d.(3) The HOLIDAY DATE shall contain the date of each individual non-work day.

6.e. Activity Records: Activity Records shall follow any Holiday Record(s). If there are no Holiday Record(s), then the Activity Records shall follow the Calendar Record(s). There shall be one Activity Record for every activity in the network. Each activity shall have one record in the following format:

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| | Column | Max. | Req. | | |
|---------------------|-----------------|------|--------------|-------------|-------------------|
| Description | Position | Len. | <u>Value</u> | <u>Type</u> | <u>Notes</u> |
| RECORD IDENTIFIER | 1 - 4 | 4 | ACTV | Fixed | Filled |
| ACTIVITY ID | 6-15 | 10 | \checkmark | Integer | See Comment Below |
| ACTIVITY DESCR. | 17-46 | 30 | \checkmark | Alpha. | Left Justified |
| ACTIVITY DURATION | 48-50 | 3 | \checkmark | Integer | Right Justified |
| CONSTRAINT DATE | 52-58 | 7 | | ddmmmyy | May be Filled |
| CONSTRAINT TYPE | 60-61 | 2 | | ES or LF | May be Filled |
| CALENDAR CODE | 63-63 | 1 | | Alpha. | Filled |
| HAMMOCK CODE | 65-65 | 1 | Y, blank | Fixed | May be Filled |
| WORKERS PER DAY | 67-69 | 3 | | Integer | Right Justified |
| RESPONSIBILITY CODE | 71-74 | 4 | | Alpha. | Left Justified |
| WORK AREA CODE | 76-79 | 4 | | Alpha. | Left Justified |
| MOD OR CLAIM NO. | 81-86 | 6 | | Alpha. | Left Justified |
| BID ITEM | 88-93 | 6 | | Alpha. | Left Justified |
| PHASE OF WORK | 95-96 | 2 | | Alpha. | Left Justified |
| CATEGORY OF WORK | 98-98 | 1 | | Alpha. | May be Filled |
| FEATURE OF WORK | 100-128 | 30 | | Alpha. | Left Justified |

6.e.(1) The RECORD IDENTIFIER for each activity description record must begin with the four character "ACTV" code. This field shall be used for both the Arrow Diagram Method (ADM) and Precedence Diagram Method (PDM),

6.e.(2) The ACTIVITY ID consists of coding that shall differ, depending on whether the ADM or PDM method was selected in the Project Record. If the ADM method was selected then the field shall be interpreted as two right-justified fields of five (5) integers each. If the PDM method was selected the field shall be interpreted as one (1) right-justified field of ten (10) integers each. The maximum activity number allowed under this arrangement is 99999 for ADM and 9999999999 for the PDM method. [Usage note: Many systems allow alphanumeric ACTIVITY IDs. While the SDEF does not strictly, allow the use of alphanumeric values, users may agree to use the ACTIVITY ID field to exchange alphanumeric data. It is recommended that the ACTIVITY ID be restricted to integers when one or more of the systems being used for scheduling allows only integer ACTIVITY ID values.]

6.e.(3) The ACTIVITY DESCRIPTION shall be a maximum of 30 characters. Descriptions must be limited to the space provided.

6.e.(4) The ACTIVITY DURATION contains the estimated original duration for the activity on the schedule. The duration shall be based upon the work-week designated by the activity's related calendar.

6.e.(5) The CONSTRAINT DATE field shall be used to identify a date that the scheduling system may use to modify float calculations. If there is a date in this field, then there must be a valid entry in the CONSTRAINT

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6.e.(6) The CONSTRAINT TYPE field shall be used to identify the way that the scheduling system shall use the CONSTRAINT DATE to modify schedule float calculations. If there is a value in this field, then there must be a valid entry in the CONSTRAINT DATE field. The valid values for the CONSTRAINT TYPE are as follows:

Definition

The CONSTRAINT DATE shall replace an activity's early start date, if the early start date is prior to the CONSTRAINT DATE.

The CONSTRAINT DATE shall replace an activity's late finish date, if the late finish date is after the CONSTRAINT DATE.

[Usage note: Systems provide a wide variety of constraint types that may not be supported by other systems. It is recommended that constraint types be restricted to the values above regardless of the capabilities of the various systems being used for scheduling.]

- 6.e.(7) The CALENDAR CODE relates this activity to an appropriate work-week calendar. The ACTIVITY DURATION must be based on the valid work-week referenced by this CALENDAR CODE field.
- 6.e.(8) The HAMMOCK CODE indicates that a particular activity does not have its own independent duration, but takes its start dates from the start date of the preceding activity (or node) and takes its finish dates from the finish dates of its succeeding activity (or node). If the value of the HAMMOCK CODE field is "Y", then the activity is a hammmock activity.
- 6.e.(9) The WORKERS PER DAY shall contain the average number of workers expected to work on the activity each day the activity is in progress. If this code is required by project scheduling specifications, values for this data will be right justified. Activities without workers per day shall have a value of "0".
- 6.e.(10) The RESPONSIBILITY CODE shall identify the subcontractors or major trade involved with completing the work for the activity. If this code is required by project scheduling specifications, value for this data will be left justified.
- 6.e.(11) The WORK AREA CODE shall identify the location of the activity within the project. If this code is required by project scheduling specifications, value for this data will be left justified.
- 6.e.(12) The MOD OR CLAIM NUMBER shall uniquely identify activities that are added or changed on a construction contract modification, or activities that justify any claimed time extensions. If this code is required by project scheduling specifications, value for this data will be left justified.

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- 6.e.(13) The BID ITEM shall identify the bid item number associated with each activity. If this code is required by project scheduling specifications, value for this data will be left justified.
- 6.e.(14) The PHASE OF WORK shall identify the timing of a specific activity within the entire project. If this code is required by project scheduling specifications, value for this data will be left justified.
- 6.e.(15) The CATEGORY OF WORK shall identify the general type of work performed by every activity. If this code is required by project scheduling specifications, value for this data will be placed in the field.
- 6.e.(16) The FEATURE OF WORK shall identify a very broad designation of the general type of work that is being accomplished by the activity. If this code is required by project scheduling specifications, value for this data will be left justified. [Usage note: Many systems require that FEATURE OF WORK values be placed in several activity code fields. It is recommended that users review SDEF documentation to determine the correct way to use a given software system to produce the FEATURE OF WORK code.]
- **6.f. Precedence Record:** The Precedence Record(s) shall follow the Activity Records if a Precedence Diagram Method schedule (PDM) is identified in the ARROW OR PRECEDENCE field of the Project Record. The Precedence Record has the following format:

| Description | Column Position | | Req. <u>Value</u> | Type | Notes |
|----------------------|--------------------|----|----------------------|---------|-------------------|
| RECORD IDENTIFIER | 1 - 4 | 4 | PRED | Fixed | Filled |
| ACTIVITY ID | 6-15 | 10 | \checkmark | Integer | See Comment Below |
| PRECEDING ACTIVITY17 | -26 | 10 | \checkmark | Integer | See Comment Below |
| PREDECESSOR TYPE | 28-28 | | \checkmark | S, F, C | Filled |
| LAG DURATION | 30-33 | 4 | \checkmark | Integer | Right Justified |

- 6.f.(1) The RECORD IDENTIFIER shall begin with the four characters "PRED" in the first four columns of the record.
- 6.f.(2) The ACTIVITY ID identifies the activity whose predecessor shall be specified in this record.
- 6.f.(3) The PRECEDING ACTIVITY number is the number of an activity that precedes the activity noted in the ACTIVITY ID field.
- 6.f.(4) The PREDECESSOR TYPE field indicates the type of relation that exists between the chosen pair of activities. Valid PREDECESSOR TYPE fields areas follows:

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| Code | <u>Definition</u> |
|------|---------------------------|
| S | Start-to-Start relation |
| F | Finish-to-Finish relation |
| C | Finish-to-Start relation |

[Usage note: Some systems provide additional predecessor types that may not be supported by all other systems. It is recommended that predecessor types be restricted to the values above regardless of the capabilities of the various systems being used for scheduling.]

6.f.(5) The LAG DURATION field contains the number of days delay between the preceding and current activity. [Usage note: Some systems allow negative values for the LAG DURATION. Because these values are not supported by all other systems, it is recommended that values be restricted to zero and positive integers.]

6.g. Unit Cost Record: The Unit Cost Record shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Unit Cost Record shall follow any Activity records. There shall be one Unit Cost Record for every activity that is not a lump sum activity. [Usage note: (1) It is recommended that users who wish to exchange unit cost data contact SDEF vendor representatives to determine the ability of the software system to import/export unit cost information. (2) If the software being used by each member of the project team supports unit cost data then users may wish to conduct a trial run of the SDEF data exchange with a two or three-activity network to ensure that unit cost data transfers as expected. If problems are found please consult vendor representatives for resolution prior to exchange of full project schedules. (3) Unit cost record data does not, in most systems, result in the correct values being placed in the ACTIVITY COST and COST TO DATE fields of the Progress (PROG) Record. Users must, at this time, manually transfer the data from the Unit Cost Record to the Progress Record.

The fields for this record shall take the following format:

| Description | Column Position | Max. <u>Len.</u> | Req. <u>Value</u> | Type | <u>Notes</u> |
|-------------------|--------------------|---------------------|----------------------|------------|-------------------|
| RECORD IDENTIFIER | 1 - 4 | 4 | UNIT | Fixed | Filled |
| ACTIVITY ID | 6-15 | 10 | \checkmark | Integer | See Comment Below |
| TOTAL QTY | 17-29 | 13 | $\sqrt{}$ | Format 8.4 | Right Justified |
| COST PER UNIT | 31-43 | 13 | $\sqrt{}$ | Format 8.4 | Right Justified |
| QTY TO DATE | 45-57 | 13 | \checkmark | Format 8.4 | Right Justified |
| UNIT OF MEASURE | 59-61 | 3 | $\sqrt{}$ | Alpha. | Left Justified |

6.g.(1) The RECORD IDENTIFIER shall be identified with the four characters 'UNIT" placed in the first four columns of the record.

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- 6.g.(2) The ACTIVITY ID for each activity shall match the format described in the activity record. Each activity may have only one Unit Cost Record.

- 6.g.(5) The QTY TO DATE is the quantity of material installed in this activity up to the data date. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "1111111.1111". If decimal places are not needed this field shall still contain a ".0000" in columns 53-57. [Usage note: Many systems support a different format for this value that does not include as many decimal places. It is recommended that users determine their requirements for significant digits based on the lowest common denominator of the software systems being used for a given project.]
- 6.g.(6) The UNIT OF MEASURE is an abbreviation that may be used to describe the units being measured for this activity. Valid values for this field are any meaningful English or metric unit, except "LS" for Lump Sum. Lump Sum activities are not to have Unit Cost Records.
- **6.h. Progress Record:** Progress Record(s) shall follow all Unit Cost Record(s). If there are no Unit Cost Record(s), then the Progress Record(s) shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Progress Record shall follow any Activity Records. One Progress Record is required for every activity in the Activity Record. The fields for this Record shall be provided in the following format:

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| <u>Description</u> | Column Ma Position Len | 1 | Type | <u>Notes</u> |
|--------------------|------------------------|--------------|------------|--------------------------|
| RECORD IDENTIFIER | 1-4 4 | PROG | Fixed | Filled |
| ACTIVITY ID | 6-5 10 | \checkmark | Integer | See Comment Below |
| ACTUAL START DATE | 17-23 7 | \checkmark | ddmmmyy | Filled if Started |
| ACTUAL FINISH DATE | 25-31 7 | \checkmark | ddmmmyy | Filled if Finished |
| REMAINING DURATION | 33-35 3 | \checkmark | Integer | Right Justified |
| ACTIVITY COST | 37-48 12 | \checkmark | Format 9.2 | Right Justified |
| COST TO DATE | 50-61 12 | \checkmark | Format 9.2 | Right Justitied |
| STORED MATERIAL | 63-74 12 | \checkmark | Format 9.2 | Right Justified |
| EARLY START DATE | 76-82 7 | \checkmark | ddmmmyy | Filled if Not Started |
| EARLY FINISH DATE | 84-90 7 | \checkmark | ddmmmyy | Filled if Not Finished |
| LATE START DATE | 92-98 7 | $\sqrt{}$ | ddmmmyy | Filled if Not Started |
| LATE FINISH DATE | 100-1067 | \checkmark | ddmmmyy | Filled if Not Finished |
| FLOAT SIGN | 108-1081 | +,- | Fixed | Filled if Not Finished |
| TOTAL FLOAT | 110-1123 | \checkmark | Integer | R. Just. if Not Finished |

6.h.(1) The RECORD IDENTIFIER shall begin with the four characters "PROG" in the first four columns of the record.

6.h.(2) The ACTIVITY ID for each activity for which progress has been posted shall match the format described in the Activity Record.

6.h.(3) An ACTUAL START DATE is required for all in-progress activities. The ACTUAL START DATE shall be the same as, or later than, the PROJECT START date contained in the Project Record. The ACTUAL START DATE shall also be the same as, or prior to, the DATA DATE contained in the Project Record. If there is an ACTUAL START DATE for an activity that there must also be a REMAINING DURATION, and the values for the EARLY START DATE and LATE START DATE are blank. [Usage note: Some systems allow default values for ACTUAL START DATE if the date is not entered by the user. Because the failure to include a start date for activities may result in different schedule calculations, it is recommended that the ACTUAL START DATE be required for all activities in progress.]

6.h.(4) An ACTUAL FINISH DATE is required for all completed activities. If the REMAINING DURATION of an activity is zero, then there must be an ACTUAL FINISH DATE. If there is an ACTUAL FINISH DATE, then values for the EARLY START DATE, LATE START DATE, EARLY FINISH DATE, LATE FINISH DATE, FLOAT SIGN, and TOTAL FLOAT shall be blank. [Usage note: Some systems allow default values for ACTUAL FINISH DATE if the date is not entered by the user. Because the failure to include a finish date for activities may result in different schedule calculations, it is recommended that the ACTUAL FINISH DATE be required for all activities in progress.]

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6.h.(5)AREMAINING DURATION is required for all activities. Activities that have not started shall have a remaining duration equal to their original duration. Activities completed based on time, shall have a zero (0) REMAINING DURATION. [Usage note: Systems have a variety of "short-cut" methods to determine the REMAINING DURATION value. It is recommended that users actually consider the time required to complete the remaining work on a given task, rather than allow a system to calculate the remaining duration based on the amount of work that has already been accomplished.]

6.h.(6) The ACTIVITY COST contains the estimated earned value of the work to be accomplished in the activity. An example of a number in this format is "1111111 11.11". If decimal places are not needed this field shall still contain a ".00" in the last three columns of this field. [Usage note: Users should inquire of software vendors if the user needs to add a zero in the data field to produce the default value "0.00".]

6.h.(7) The COST TO DATE contains the earned value for the activity. If there is an ACTUAL START DATE, then there must also be some value for COST TO DATE. An example of a number in this format is "1111111111111". If decimal places are not needed, this field shall still contain a ".00" in the last three columns of this field. The COST TO DATE is not tied to REMAINING DURATION. For example, if the REMAINING DURATION is "0", the COST TO DATE may only be 95% of the ACTIVITY COST. This difference may be used to reflect 5% retainage for punch list items. [Usage note: Systems implement cost information in different ways. It is recommended that users carefully review SDEF documentation and test results to determine how to ensure that SDEF data is exported correctly.]

6.h.(8) The STORED MATERIAL field contains the value of the material that the Contractor has paid for and is on site or in secure storage areas that is a portion of the COST TO DATE. An example of a number in this format is "1111111111111". If decimal places are not needed, this field shall still contain a ".00" in the last three columns of this field. [Usage note: Systems implement the stored materials field in a variety of ways. Many systems do not enforce STORED MATERIAL + COST TO DATE < ACTIVITY COST. To avoid potential confusion between systems, it is recommended that new activities be added to a schedule to reflect the cost of large equipment procurement rather than use the STORED MATERIALS field.]

6.h.(9) The EARLY START DATE indicates the earliest date possible that an activity can start as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL START DATE, then this field shall be blank.

6.h.(10) The EARLY FINISH DATE indicates the earliest date possible that an activity can finish as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL FINISH DATE, then this field shall be blank.

6.h.(11) The LATE START DATE indicates the latest date that an activity can begin as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL START DATE, then this field shall be blank.

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- 6.h.(12) The LATE FINISH DATE indicates the latest date that an activity can finish as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL FINISH DATE, then this field shall be blank.
- 6.h.(13) The FLOAT SIGN indicates whether the float time calculated using a CPM scheduling system or other Contracting Officer approved planning method, is positive or negative in nature. If the progress record for an activity contains an ACTUAL FINISH DATE, then this field shall be blank. In the case of zero float this field shall be blank.
- 6.h.(14) The TOTAL FLOAT indicates the total float time. In the Precedence Diagram Method (PDM), the total float is the difference between the early and late start or finish dates. In the Arrow Diagram Method (ADM), the total float is equal to the late event time at the end of the activity, minus the sum of the early event time at the start of the activity plus the duration of the activity.
- **6.i.** Project End Record: The Project End Record shall be used to identify that the data file is completed. If the ASCII End of File character is encountered, then data import programs shall use that character to infer that the data continues on the next disk. The user shall then be prompted for the next disk number, based on the VOLM record data. The Project End Record shall be the last record of the entire data file, and shall have the following format:

| Description | Column Position | | | Type | Notes |
|-------------------|--------------------|---|-----|-------|--------|
| RECORD IDENTIFIER | 1-3 | 3 | END | Fixed | Filled |

6.i.(1) The RECORD IDENTIFIER for the Project End Record shall be "END". Data contained in the data exchange file that occurs after this record shall not be used.

--END OF SECTION--

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SECTION 01330

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

- SD-01 Preconstruction Submittals
- SD-02 Shop Drawings
- SD-03 Product Data
- SD-06 Test Reports
- SD-07 Certificates

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.6 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.7 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with SECTION 01312 QUALITY CONTROL SYSTEM (QCS). The Government will provide the initial submittals in electronic format. Thereafter, the Contractor shall maintain a complete list of submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Cotnractor. The Contractor shall track all submittals.

1.8 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.9 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.10 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.10.1 Procedures

- a. Government Approved and Information Only submittals shall be listed on separate ENG Form 4025's.
- b. Sample for testing shall be delivered in accordance with SECTION 01451 CONTRACTOR QUALITY CONTROL. All other submittals shall be delivered to the Contracting Officer.

1.10.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

1.13 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the

Government in those instances where the technical specifications so prescribe.

1.14 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

| CONTRACTOR | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| (Firm Name) | | | | | | | | | |
| Approved | | | | | | | | | |
| $\underline{\hspace{1cm}}$ Approved with corrections as noted on submittal data and/or attached sheets(s). | | | | | | | | | |
| SIGNATURE: | | | | | | | | | |
| TITLE: | | | | | | | | | |
| DATE: | | | | | | | | | |

1.15 ATTACHMENTS

Submittal Registers

ENG Form 4025

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

| | | 1 | , | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | REMARKS | (r) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | MAILED TO CONTR/ DATE RCD FRM APPR AUTH | (b) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | ΥTI | DATE OF ACTION | (d) | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| CONTRACT NO. DACW85-03-B-0003 | | APPROVING AUTHORITY | DATE RCD FROM OTH REVIEWER | (u) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONTRACT NO. DACW85-03 | | APP | DATE FWD TO OTHER REVIEWER | (m) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | CONTRACTOR | | DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR | (1) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SUBMITTAL REGISTE | | CONTRACTOR ACTION | DATE OF ACTION | (k) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 00 N 4 | AOH-OZ OOUM | (1) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | ES | MATERIAL NEEDED BY | (i) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | CONTRACTOR: SCHEDULE DATES | APPROVAL NEEDED BY | (h) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | SCH | SUBMIT | (b) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | g | O>⊢ OR ∢>Ⅲ KⅢ>≷K | (f) | | Ŋ | | Ŋ | | ഗ | Ŋ | | | Ŋ | | Ŋ | | | Ŋ | | ഗ | | | Ŋ | | | Ŋ | Ŋ | | <u>0</u> |
| | I STREAMBANK PROTECTION | | ₽∢₩₹0₽∢₽I # | (e) | | 1.5.1 | | 1.5.2 | | 1.5.2 | 1.5.4 | | | 2.1.3 | | 1.2.1 | | 1.3 | 1.5 | | 3.3.1 | | | 3.6 | | | 2.2 | 3.1 | | 2.1.1 |
| | | STREAMBANK PROTECTION | TITLE AND LOCATION EMERGENCY STREAMBANK PROTECTION | | DESCRIPTION ITEM SUBMITTED | (p) | SD-01 Preconstruction Submittals | _ | Plan (SWPPP) | Notice of Intent for Storm Water | Damages (NOI) | Description of the Project | Notice of Termination of | Coverage (NOT) | SD-07 Certificates | Mill Certificate or Affidavit | SD-02 Shop Drawings | As-Built Drawings | SD-03 Product Data | agement Plan | Final Cleaning | SD-01 Preconstruction Submittals | Materials Other Than Salable | Timber | SD-02 Shop Drawings | and Quantity | Computations | SD-03 Product Data | Rock Quality | |
| | TITLE AND LOCATION EMERGENCY S | | отшо ошон | (c) | 01356 | | | | | | | | | | 01780 | | | | | 02230 | | | 02270 | | | | | | _ | |
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PREVIOUS EDITION IS OBSOLETE

PAGE 1 OF 1 PAGES

REMARKS

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ITEM

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INSTRUCTIONS

- Section I will be initiated by the Contractor in the required number of copies.
- number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial well as the new submittal number
- 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
- 4. Submittals requiring expeditious handling will be submitted on a separate form.
- 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
- A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications-also, a written statement to that effect shall be included in the space provided for "Remarks" ø
- 7. Form is self-transmittal, letter of transmittal is not required.
- When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section 1.
- addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

| Disapproved (See attached). | Receipt acknowledged. | Receipt acknowledged, does not comply as noted with contract requirements. | - Other (Specify) |
|-----------------------------|--|--|--|
| : | : | : | ı |
| ш | | ĸ | 5 |
| Approved as submitted. | Approved, except as noted on drawings. | Approved, except as noted on drawings. Refer to attached sheet resubmission required. | Will be returned by separate correspondence. |
| : | : | : | ; |
| V | 6 | ပ | 0 |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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SECTION 01356

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

STATE OF ALASKA ADMINISTRATIVE CODE (AAC)

18 AAC 72 Wastewater Disposal

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

| ASTM D 4439 | (1997) Standard Terminology for Geosynthetics |
|-------------|---|
| ASTM D 4491 | (1996) Water Permeability of Geotextiles by Permittivity |
| ASTM D 4533 | (1991; R 1996) Trapezoid Tearing Strength of Geotextiles |
| ASTM D 4632 | (1991; R 1996)) Grab Breaking Load and Elongation of Geotextiles |
| ASTM D 4751 | (1995) Determining Apparent Opening Size of a Geotextile |
| ASTM D 4873 | (1995) Identification, Storage, and Handling of Geosynthetic Rolls |

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of SECTION 01410 ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit attached to that Section.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Storm Water Pollution Prevention Plan (SWPPP); G.

Notice of Intent for Storm Water Damages (NOI); G.

Description of the Project; G.

Notice of Termination of Coverage (NOT); G.

SD-07 Certificates

Mill Certificate or Affidavit; G.

Certificate attesting that the Contractor has met all specified requirements.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include mulching, geotextiles, erosion control matts, protection of trees, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have permanently ceased.

1.4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

1.4.2 Structural Practices

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices.

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice

to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Silt fences shall be installed in the locations indicated on the drawings. Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.4.2.2 Straw Bales

The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, bales shall be placed as work progresses; bales shall be removed/replaced/relocated as needed for work to progress in the drainage area). Final removal of straw bale barriers shall be upon approval by the Contracting Officer. Rows of bales of straw shall be provided as follows:

- a. Along the downhill perimeter edge of all areas disturbed.
- b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
- c. Along the toe of all cut slopes and fill slopes of the construction areas.
- d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced a maximum of 200 feet apart.
- e. At the entrance to culverts that receive runoff from disturbed areas.
- f. The Contractor shall take all steps necessary to ensure that debris from the straw bales do not float downstream and clog the intake of the fish hatchery.

1.4.2.3 Diversion Dikes

Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic.

1.5 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

Work shall comply with EPA NPDES General Permit

1.5.1 Storm Water Pollution Prevention Plan (SWPPP)

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency's NPDES

General Permits for Storm Water Discharges from Construction Activities published in the Federal Registry Tuesday, February 17, 1998, pages 7901-8014. The Contractor is also responsible for the compliance with any updates and changes to this permit. The Contracting Officer will retain authority assigned therein to the State. The SWPPP shall be submitted to the Contracting Officer for review and approval as part of the Environmental Protection Plan specified in SECTION 01410 ENVIRONMENTAL PROTECTION.

1.5.2 Notice of Intent for Storm Water Damages (NOI) (NOI)

The Contractor shall complete EPA Form 3510-9, Notice of Intent for Storm Water Discharges Associated with Construction Activity Under a NPDES General Permit, in accordance with the aforementioned manual. A copy of the form is attached hereto and made a part of these specifications. Sections II and III have been completed in advance by the Government for this project. The Contractor shall complete Sections I, IV, and V and submit the form, along with the SWPPP, a one page description of the project, a copy of the Civil Drawings, and prepaid mailing envelopes for the whole package to the Contracting Officer for review.

1.5.3 Filing

Upon receipt of satisfactory submittal from the Contractor, the Resident Engineer will promptly complete a separate 3510-9, for the Government, and forward both the Contractor-prepared and Resident Engineer-prepared forms to the NPDES Program Director. In accordance with applicable requirements, no onsite work shall be performed until two days after the documents have been post marked, notwithstanding any other provisions of the contract.

The Government will forward copies of both Form 3510-9's, along with the SWPPP, the one page description, and the civil drawings to the Alaska Department of Environmental Conservation (ADEC)in accordance with State of Alaska regulations. The Contractor shall pay all fees required for review in accordance with 18 AAC 72.

1.5.4 Notice of Termination of Coverage(NOT)

Upon completion of work at the project site, the Contractor shall prepare EPA Form 3510-7, Notice of Termination of Coverage Under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity, in accordance with the regulations stated on the form. A copy of the form is attached hereto and made a part of these specifications. The completed form and prepaid mailing envelopes shall be submitted to the Contracting Officer within 10 days after the earliest date that final site conditions meet filing requirements. The Resident Engineer will promptly complete a separate 3510-13, for the Government. The Government will forward both forms to the NPDES Program Director.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent

by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

| PHYSICAL PROPERTY | TEST PROCEDURE | STRENGTH REQUIREMENT |
|--------------------------------|----------------|----------------------------|
| Grab Tensile Elongation (%) | ASTM D 4632 | 100 lbs. min. 30 % max. |
| Trapezoid Tear | ASTM D 4533 | 55 lbs. min. |
| Permittivity | ASTM D 4491 | 0.2 sec-1 |
| AOS (U.S. Std Sieve) | ASTM D 4751 | 20-100 |

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum mass of weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with $ASTM\ D\ 4873$.

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 14 inches by 18 inches. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum dimensions of 2 inches x 2 inches in cross section and shall have a minimum length of 3 feet. Steel posts (standard "U" or "T" section) utilized for securing straw bales, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 3 feet.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 INSTALLATION OF STRAW BALES

Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum 18 inches deep into the ground to securely anchor the bales.

3.3 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

3.3.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be revegetated as needed to control erosion.

3.3.2 Straw Bale Maintenance

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be revegetated as needed to control erosion.

3.3.3 Diversion Dike Maintenance

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be revegetated as needed to control erosion.

3.4 INSPECTIONS

3.4 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.5 Inspections Details

Disturbed areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.6 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

3.7 ATTACHMENTS

EPA Form 3510-9, Notice of Intent for Storm Water Discharges Associated with Construction Activity Under a NPDES General Permit

EPA Form 3510-7, Notice of Termination of Coverage under a NPDES General Permit for Storm Water Discharges Associated with Construction Activity

GAL029

THIS FORM REPLACES PREVIOUS FORM 3510-6 (8-98)
See Reverse for Instructions

Form Approved. OMB No. 2040-0188

NPDES FORM



United States Environmental Protection Agency Washington, DC 20460

Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY Under a NPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a NPDES permit issued for storm water discharges associated with construction activity in the State/Indian Country Land identified in Section II of this form. Submission of this Notice of Intent also constitutes notice that the party identified in Section I of this form meets the eligibility requirements in Part I.B. of the general permit (Including those related to protection of endangered species determined through the procedures in Addendum A of the general permit), understands that continued authorization to discharge is contingent on maintaining permit eligibility, and that implementation of the Storm Water Pollution Prevention Plan required under Part IV of the general permit will begin at the time the permittee commences work on the construction project identified in Secion II below. IN ORDER TO OBTAIN AUTHORIZATION, ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS FORM. SEE INSTRUCTIONS ON BACK OF FORM.

| OBTAIN AUTHORIZATION, ALL INFORMATION REQUESTED MUST BE INCLUDED | ON THIS FORM. SEE INSTRUCTIONS ON BACK OF FORM. |
|--|---|
| i. Owner/Operator (Applicant) Information | |
| Name: | Phone: |
| Address: | Status of Owner/Operator: |
| City: | State: Zip Code: L - |
| II. Project/Site Information | Is the facility located on Indian Country Lands? |
| Project Name: | Yes No [|
| Project Address/Location: | |
| City: | State: Zip Code: L |
| Latitude: Latitude: Latitude: Cou | inty: L. |
| Has the Storm Water Pollution Prevention Plan (SWPPP) been prepared? Yes |] No [|
| Optional: Address of location of SWPPP for viewing Address in Section I above Address in Section I above | dress in Section II above Other address (if known) below: |
| SWPPP | Phone: |
| Address: | |
| City: | State: Zip Code: LIIII-III |
| Name of Receiving Water: | <u> </u> |
| Month Day Year Month Day Year Estimated Construction Start Date Estimated Completion Date | Based on instruction provided in Addendum A of the permit, are there any listed endangered or threatened species, or designated critical habitat in the project area? |
| Estimate of area to be disturbed (to nearest acre): | Yes No 🗍 |
| Estimate of Likelihood of Discharge (choose only one): | I have satisfied permit eligibility with regard to protection of |
| 1. Unlikely 3. Once per week 5. Continual | endangered species through the indicated section of Part I.B.3.e.(2) of the permit (check one or more boxes): |
| 2. Once per month 4. Once per day | (a) (b) (c) (d) (|
| III. Certification | |
| I certify under penalty of law that this document and all attachments were prepare designed to assure that qualified personnel properly gather and evaluate the information manage this system, or those persons directly responsible for gathering the information belief, true, accurate, and complete. I am aware that there are significant penalties imprisonment for knowing violations. | ation submitted. Based on my inquiry of the person or persons who tion, the information submitted is, to the best of my knowledge and |
| Print Name: | Date: |
| Signature: | |



Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity to be Covered Under a NPDES Permit

Who Must File a Notice of Intent Form

Under the provisions of the Clean Water Act, as amended, (33 U.S.C. 1251 et.seq.; the Act), except as provided by Part I.B.3 the permit, Federal law prohibits discharges of pollutants in storm water from construction activities without a National Pollutant Discharge Elimination System Permit. Operator(s) of construction sites where 5 or more acres are disturbed, smaller sites that are part of a larger common plan of development or sale where there is a cumulative disturbance of at least 5 acres, or any site designated by the Director, must submit an NOI to obtain coverage under an NPDES Storm Water Construction General Permit. If you have questions about whether you need a permit under the NPDES Storm Water program, or if you need information as to whether a particular program is administered by EPA or a State agency, write to or telephone the Notice of Intent Processing Center at (703) 931-3230.

Where to File NOI Form

NOIs must be sent to the following address:

Storm Water Notice of Intent (4203) USEPA 401 M. Street, SW Washington, D.C. 20460

Do not send Storm Water Pollution Prevention Plans (SWPPPs) to the above address. For overnight/express delivery of NOIs, please include the room number 2104 Northeast Mall and phone number (202) 260-9541 in the address.

When to File

This form must be filed at least 48 hours before construction begins.

Completing the Form

OBTAIN AND READ A COPY OF THE APPROPRIATE EPA STORM WATER CONSTRUCTION GENERAL PERMIT FOR YOUR AREA. To complete this form, type or print, using uppercase letters, in the appropriate areas only. Please place each character between the marks (abbreviate if necessary to stay within the number of characters allowed for each item). Use one space for breaks between words, but not for punctuation marks unless they are needed to clarify your response. If you have any questions on this form, call the Notice of Intent Processing Center at (703) 931-3230.

Section I. Facility Owner/Operator (Applicant) Information

Provide the legal name, mailing address, and telephone number of the person, firm, public organization, or any other entity that meet either of the following two criteria: (1) they have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or (2) they have the day-to-day operational control of those activities at the project necessary to ensure compliance with SWPPP requirements or other permit conditions. Each person that meets either of these criteria must file this form. Do not use a colloquial name. Correspondence for the permit will be sent to this address.

Enter the appropriate letter to indicate the legal status of the owner/operator of the project: F = Federal; S = State; M = Public (other than federal or state); P = Private.

Section II. Project/Site Information

Enter the official or legal name and complete street address, including city, county, state, zip code, and phone number of the project or site. If it lacks a street address, indicate with a general statement the location of the site (e.g., Intersection of State Highways 61 and 34). Complete site information must be provided for permit coverage to be granted.

The applicant must also provide the latitude and longitude of the facility in degrees, minutes, and seconds to the nearest 15 seconds. The latitude and longitude of your facility can be located on USGS quadrangle maps. Quadrangle maps can be obtained by calling 1-800 USA MAPS. Longitude and latitude may also be obtained at the Census Bureau Internet site: http://www.census.gov/cgi-bin/gazetteer.

Latitude and longitude for a facility in decimal form must be converted to degrees, minutes and seconds for proper entry on the NOI form. To convert decimal latitude or longitude to degrees, minutes, and seconds, follow the steps in the following example.

Convert decimal latitude 45.1234567 to degrees, minutes, and seconds.

- 1) The numbers to the left of the decimal point are degrees.
- To obtain minutes, multiply the first four numbers to the right of the decimal point by 0.006. 1234 x .006 = 7.404.
- The numbers to the left of the decimal point in the result obtained in step 2 are the minutes: 7'.
- 4) To obtain seconds, multiply the remaining three numbers to the right of the decimal from the result in step 2 by 0.06: 404 x 0.06 = 24.24. Since the numbers to the right of the decimal point are not used, the result is 24"
- 5) The conversion for 45.1234 = 45° 7' 24".

Indicate whether the project is on Indian Country Lands.

Indicate if the Storm Water Pollution Prevention Plan (SWPPP) has been developed. Refer to Part IV of the general permit for information on SWPPPs. To be eligible for coverage, a SWPPP must have been prepared.

Optional: Provide the address and phone number where the SWPPP can be viewed if different from addresses previously given. Check appropriate box.

Enter the name of the closest water body which receives the project's construction storm water discharge.

Enter the estimated construction start and completion dates using four digits for the year (i.e. 05/27/1998).

Enter the estimated area to be disturbed including but not limited to: grubbing, excavation, grading, and utilities and infrastructure installation. Indicate to the nearest acre; if less than 1 acre, enter "1." Note: 1 acre = 43,560 sq. ft.

Indicate your best estimate of the likelihood of storm water discharges from the project. EPA recognizes that actual discharges may differ from this estimate due to unforeseen or chance circumstances.

Indicate if there are any listed endangered or threatened species, or designated critical habitat in the project area.

Indicate which Part of the permit that the applicant is eligible with regard to protection of endangered or threatened species, or designated critical habitat.

Section III. Certification

Federal Statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner of the proprietor, or

For a municipality, state, federal, or other public facility: by either a principal executive or ranking elected official. An unsigned or undated NOI form will not be granted permit coverage.

Paperwork Reduction Act Notice

Public reporting burden for this application is estimated to average 3.7 hours. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding the burden estimate, any other aspect of the collection of information, or suggestions for improving this form, including any suggestions which may increase or reduce this burden to: Director, OPPE Regulatory Information Division (2137), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, D.C. 20460. Include the OMB control number on any correspondence. Do not send the completed form to this address.

THIS FORM REPLACES PREVIOUS FORM 3510-7 (8-92)

Please See instructions Before Completing This Form

Form Approved. OMB No. 2040-0086
Approval expires: 8-31-98

NPDES FORM



United States Environmental Protection Agency Washington, DC 20460

Notice of Termination (NOT) of Coverage Under a NPDES General Permit for Storm Water Discharges Associated with Industrial Activity

Submission of this Notice of Termination constitutes notice that the party identified in Section II of this form is no longer authorized to discharge storm water associated with industrial activity under the NPDES program. ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

| 1. Permit Information |
|--|
| NPDES Storm Water General Permit Number: Check Here if You are No Longer the Operator of the Facility: Check Here if the Storm Water Discharge is Being Terminated: |
| II. Facility Operator Information |
| Name: Phone: Phone: |
| Address: Lilia Lil |
| City: State: ZIP Code: ZIP |
| III. Facility/Site Location Information |
| Name: |
| Address: |
| City: State: ZiP Code: ZiP Code: |
| Latitude: Longitude: |
| IV. Certification: I certify under penalty of law that all storm water discharges associated with industrial activity from the identified facility that are authorized by a NPDES general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Clean Water Act. |
| Print Name: Date: |
| Signature: |

Instructions for Completing Notice of Termination (NOT) Form

Who May File a Notice of Termination (NOT) Form

Permittees who are presently covered under an EPA-issued National Pollutant Discharge Elimination System (NPDES) General Permit (including the 1995 Multi-Sector Permit) for Storm Water Dicharges Associated with Industrial Activity may submit a Notice of Termination (NOT) form when their facilities no longer have any storm water discharges associated with industrial activity as defined in the storm water regulations at 40 CFR 122.26(b)(14), or when they are no longer the operator of the facilities.

For construction activities, elimination of all storm water discharges associated with industrial activity occurs when disturbed soils at the construction site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with industrial activity from the construction site that are authorized by a NPDES general permit have otherwise been eliminated. Final stabilization means that all soil-disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Where to File NOT Form

Send this form to the the following address:

Storm Water Notice of Termination (4203) 401 M Street, S.W. Washington, DC 20460

Completing the Form

Type or print, using upper-case letters, in the appropriate areas only. Please place each character between the marks. Abbreviate if necessary to stay within the number of characters allowed for each item. Use only one space for break between words, but not for punctuation marks unless they are needed to clarify your response. If you have any questions about this form, telephone or write the Notice of Intent Processing Center at (703) 931-3230.

Instructions - EPA Form 3510-7 Notice of Termination (NOT) of Coverage Under The NPDES General Permit for Storm Water Discharges Associated With Industrial Activity

Section I Permit Information

Enter the existing NPDES Storm Water General Permit number assigned to the facility or site identified in Section III. If you do not know the permit number, telephone or write your EPA Regional storm water contact person.

Indicate your reason for submitting this Notice of Termination by checking the appropriate box:

If there has been a change of operator and you are no longer the operator of the facility or site identified in Section III, check the corresponding box.

If all storm water discharges at the facility or site identified in Section III have been terminated, check the corresponding box.

Section II Facility Operator Information

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same name as the facility. The operator of the facility is the legal entity which controls the facility's operation, rather than the plant or sit e manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Section III Facility/Site Location Information

Enter the facility's or site's official or legal name and complete address, including city, state and ZIP code. If the facility lacks a street address, indicate the state, the latitude and longitude of the facility to the nearest 15 seconds, or the quarter, section, township, and range (to the nearest quarter section) of the approximate center of the site.

Section IV Certification

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed a s follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principa 1 business function, or any other person who performs similar policy or decisio n making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, State, Federal, or other public facility: by either a principal executive officer or ranking elected official.

Paperwork Reduction Act Notice

Public reporting burden for this application is estimated to average 0.5 hours per application, including time for reviewing instructions, searching existing dat sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate, any other aspect of the collection of information, or suggestions for improving this form, including any suggestions which may increase or reduce this burden to: Chief, Information Policy Branch, 2136, U.S. Environmental Protection Agency, 401 Street, SW, Washington, DC 20460, or Director, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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SECTION 01410

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SECTION 01410

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract.

1.1.1 Subcontractors

The Contractor shall ensure compliance with this section by subcontractors.

1.1.2 Environmental Protection Plan

The Contractor shall submit an environmental protection plan within 15 days after receipt of the notice to proceed. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include, but shall not be limited to, the following:

- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas,

structures, sanitary facilities, and stockpiles of excess or spoil materials.

- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather, and the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Methods of protecting surface and ground water during construction activities.
- i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
- j. Drawing of borrow area location. Protection measures required at the work site shall apply to the borrow areas including final restoration for subsequent beneficial use of the land.
- k. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example: the possibility to shred fallen trees and use them as mulch shall be considered as an alternative to burning or burial.
- 1. A settling pond removal plan 120 days prior to removal work. The plan shall include the method of removing and testing of the collected sediment.
- m. Training for Contractor's personnel during the construction period.

1.1.3 Permits

The Contractor shall obtain all needed permits or licenses. The Government will not obtain any permits for this project; see contract clause PERMITS AND RESPONSIBILITIES. The State department of natural resources, through the national pollutant discharge elimination system (NPDES), requires general permits, a notice of intent, and a notice of discontinuation. The Contractor shall be responsible for implementing the terms and requirements of the appropriate permits as needed and for payment of all fees.

1.1.4 Preconstruction Survey

Prior to starting any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs and grassed areas immediately adjacent to work sites and adjacent to the assigned storage area and access routes as applicable. This report will be signed by both the Contracting Officer and the Contractor upon mutual agreement as to its accuracy and completeness.

1.1.5 Meetings

The Contractor shall meet with representatives of the Contracting Officer to alter the environmental protection plan as needed for compliance with the environmental pollution control program.

1.1.6 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

1.1.7 Litigation

If work is suspended, delayed, or interrupted due to a court order of competent jurisdiction, the Contracting Officer will determine whether the order is due in any part to the acts or omissions of the Contractor, or subcontractors at any tier, not required by the terms of the contract. If it is determined that the order is not due to Contractor's failing, such suspension, delay, or interruption shall be considered as ordered by the Contracting Officer in the administration of the contract under the contract clause SUSPENSION OF WORK.

1.1.8 Previously Used Equipment

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present; the Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

1.1.9 Payment

No separate payment will be made for work covered under this section; all costs associated with this section shall be included in the contract unit and/or lump sum prices in the Bidding Schedule.

1.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

1.2.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction

operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

1.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

1.2.3 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer.

1.2.4 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated on the drawings. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.
- c. Sediment basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins in accordance with the drawings. The basins shall accommodate the runoff of a local 5 year storm. After each storm, the basins shall be pumped dry and accumulated sediment shall be removed to maintain basin effectiveness. Overflow shall be controlled by paved weirs or by vertical overflow pipes. The collected topsoil sediment shall be reused for fill on the construction site, and/or stockpiled for use at another site. The Contractor shall institute effluent quality monitoring programs as required by State and local environmental agencies.

1.2.5 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering

nearby waters. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

1.3 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor.

1.3.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. Waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed and results reviewed and approved before water in retention ponds is discharged.

1.3.2 Cofferdam and Diversion Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit the impact of water turbidity on the habitat for wildlife and on water quality for downstream use.

1.3.3 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State or local government.

1.3.4 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

1.4 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State's rules and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained. Monitoring of air quality shall be the Contractor's responsibility. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Government to ensure compliance.

1.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

1.4.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

1.4.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

1.4.4 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise.

1.5 WASTE DISPOSAL

Disposal of wastes shall be as specified below.

1.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property to an approved landfill and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of approved landfill areas.

1.5.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be disposed of in accordance with Federal and local laws and regulations.

1.5.3 Hazardous Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility. The Contractor shall transport hazardous waste off Government property and dispose of it in compliance with Federal and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

1.5.4 Burning

Burning will be allowed only if permitted in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval. Fires shall be confined to a closed vessel, guarded at all times, and shall be under constant surveillance until they have burned out or have been extinguished. Burning shall be thorough reducing the materials to ashes.

1.6 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction.

1.7 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

1.8 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.9 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

-- End of Section --

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SECTION 01420

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SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive

West Conshohocken, PA 19428-2959

Ph: 610-832-9585 Fax: 610-832-9555

Internet: www.astm.org

AOK 5/01 LOK 3/01

STATE OF ALASKA ADMINISTRATIVE CODE (AAC)

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Fax: 907-264-6333

Internet: http://touchngo.com//lglcntr

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U.S.Government Printing Office

732 North Capitol Street, NW

Washington, DC 20401

Mailstop: SDE Ph: 202-512-1530 Fax: 202-512-1262 Internet: www.gpo.gov

E-mail: gpoaccess@gpo.gov

AOK 5/01

-- End of Section --

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SECTION 01451

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

| ASTM D 3740 | (2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction |
|-------------|---|
| ASTM E 329 | (2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction |

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer shall be used.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 30 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CRC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within

the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at the Associated General Contractors of Alaska offices in Anchorage and Fairbanks.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in SECTION 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been

tested, submitted, and approved.

- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC \sim

report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. A list of all tests required by contract shall be furnished as part of the QC Plan. This list shall give the test name, specification section and paragraph reference requiring the tests, frequency, the personnel and/or laboratories responsible for each type of test, with an estimated number of tests required. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the

sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed actual costs to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to a laboratory to be designated by the Contracting Officer.

Coordination for each specific test, exact delivery location, and dates will be made through the Contracting Officer.

3.8 DEFECTIVE WORK

The Contractor shall not build upon or conceal defective work. The effectiveness of the Quality Control System shall be judged on the basis of defective work being promptly recognized, the Contractor's production staff advised and corrective action immediatley initiated. If the Contractor builds directly upon or over defective work without making prompt and necessary corrections, and in the process conceals the defective work, the CO may issue an order stopping all or part of the work until satifactory corrective action has been taken. No part of the time lost due to any such stop orders and subsequent corrective action shall be made the subject of a claim for extension of time or for additional costs or damages by the Contractor. No payments shall be made for defective work.

3.9 COMPLETION INSPECTION

3.9.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Contract Requirement COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.9.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.9.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer, user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.10 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.11 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.12 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order

stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.13 ATTACHMENTS

CQC Report

| CONTRACTOR'S QUALITY CONTROL REPORT (CQC) (ER 1180-1-6) | DATE | REPORT NO. | | |
|--|---------------------------------------|---------------------------|--|--|
| CONTRACT NO. AND NAME OF CONTRACTOR: | DESCRIPTION AND LOCATION OF THE WORK: | | | |
| | | | | |
| WEATHER CLASSIFICATION: | | CLASSIFICATION: | | |
| CLASS A No interruption of any kind from weather conditions occurring on this or previous shifts. | | CLASS | | |
| of all work. | | | | |
| CLASS C Weather occurred during this shift that caused a partial stoppage of work. CLASS D Weather overhead excellent or suitable during shift. Work completely stopped due to results of previous adverse weather. | | MAX MIN | | |
| CLASS E Weather overhead excellent or suitable during shir partially stopped due to previous adverse manner. OTHER Explain. | ft but work | PRECIPITATION: | | |
| OTHER EXPLAIN. | | INCHES | | |
| CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY: (Attach list of items of equipment either idle or working as appropriate.) a | | | | |
| | | | | |
| 2. TYPE AND RESULTS OF INSPECTION: (Indicate whether P-F satisfactory work completed or deficiencies with action to | Prepatory, I-Initial, be taken.) | or F-Followup and include | | |
| | | | | |
| | | | | |
| 3. TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMS | ED AND RESULTS OF TES | STS: | | |
| | | | | |

| 4. VERBAL INSTRUCTIONS RECEIVED: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.) | |
|---|--|
| | |
| | |
| | |
| | |
| | |
| 5. REMARKS: (Cover any conflicts in plans, specifications or instructions: acceptability of incoming materials; offsite surveillance activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same.) | |
| | |
| in the state of the | |
| | |
| | |
| SAFETY: (Include any infractions of approved safety plan, safety manual, or instructions from Government personnel. Specify corrective action taken). | |
| | |
| | |
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| | |
| | |
| | |
| | |
| CONTRACTOR: | |
| CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in strict compliance with the contract plans and specifications except as noted above. | |
| | |
| | |
| | |
| CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE | |
| | |

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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Payment for Utility Services

The Contractor Shall make all reasonably required utilities available from existing outlets and supplies, as specified in the contract. The costs of the utility services shall be borne by the Contractor

1.2.2 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

1.2.3 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.3 BULLETIN BOARD

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work, the bulletin board shall be removed by and remain the property of the Contractor.

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.4.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, and clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.5.2 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.6 GOVERNMENT FIELD OFFICE

1.6.1 Resident Engineer's Office

The Contractor shall provide the Government Resident Engineer with an office, approximately 200 square feet in floor area, located where directed and providing space heat, electric light and power, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer. See SECTION 01016 SPECIAL ITEMS (CIVIL WORKS) for furnishings.

1.6.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

1.8 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.9 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

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- PART 3 EXECUTION NOT USED
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- 2.1 MATERIALS
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SECTION 01581

PROJECT MARKER

PART 1 GENERAL

1.1 PROJECT MARKER

The project marker shall consist of one sign. The sign shall conform to the requirements shown on attached Drawing Number 40-05-12 and the requirements specified herein. Both sides of the sign shall conform to the format on the referenced marker.

1.2 PAYMENT

No separate payment will be made for the project sign. Costs shall be considered incidental to and included in the contract price.

PART 2 PRODUCTS

2.1 MATERIALS

The panel shall be 3/4 inch exterior grade plywood or 16 gauge galvanized steel sheets. Posts, rails and trim shall be wood. Paint shall be exterior type oil base paint. Nails and tacks shall be galvanized.

2.2 SIZE

The sign panel shall be a minimum of $6\ 1/2$ feet long between posts and a minimum of 4 feet high between rails. Posts shall be of such length that the top of the project marker will be located a minimum of 8 feet above ground.

2.3 FINISH

Both sides of the sign shall be painted and lettered. Letters shall be black and background shall be white. Posts and rails shall be painted white. Letters shall be upper case block type for all lettering, except that names of major sub-contractors may be upper and lower case.

2.4 DECAL

Two decals of the "Engineer Castle", 12 inches by 8-1/2 inches in size each, will be furnished to the Contractor by the Government. One decal shall be applied to each side of the sign where indicated.

PART 3 EXECUTION

3.1 INSTALLATION

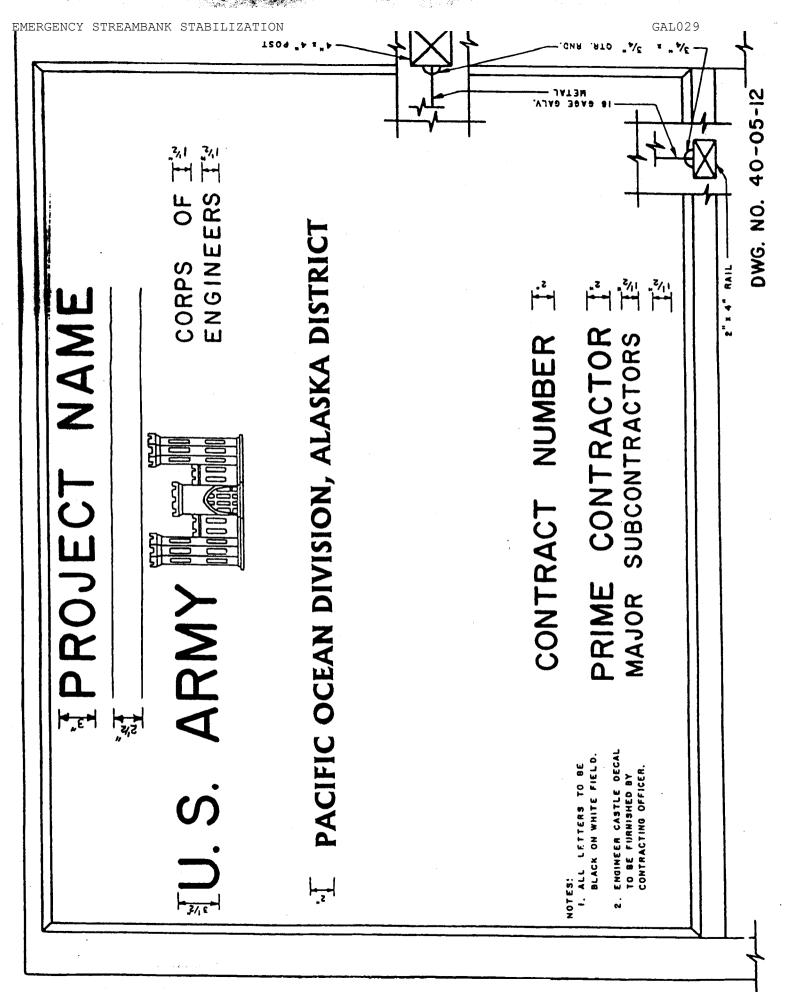
Posts shall be installed in a manner which provides a firm foundation for the marker. The marker shall be located on the project site or where directed by the Contracting Officer. The sign shall be situated to provide an unobstructed view from the access road or access area.

3.2 MAINTENANCE

The sign shall be maintained in excellent condition throughout the life of the project. Upon completion of work, the Contractor shall remove the sign.

3.3 ATTACHMENT

Drawing Number 40-05-12



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SECTION 01780

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 - 1.2.1.1 Government Furnished Materials
 - 1.2.1.2 Working As-Built and Final As-Built Drawings
 - 1.2.1.3 Drawing Preparation
 - 1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings
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SECTION 01780

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G.

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working as-built drawings.

SD-03 Product Data

Warranty Management Plan.

One set of the warranty management plan containing information relevant to the warranty of materials and incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Final Cleaning; G.

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
- b. The location and dimensions of any changes within the embankment.
- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- f. Changes or modifications which result from the final inspection.
- g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil

area elevations.

- i. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.
 - 1. Directions in the modification for posting descriptive changes shall be followed.
 - 2. A Modification Cloud shall be placed at the location of each deletion.
 - 3. For new details or sections which are added to a drawing, a Modification Triangle shall be placed by the detail or section title.
 - 4. For minor changes, a Modification Triangle shall be placed by the area changed on the drawing (each location).
 - 5. For major changes to a drawing, a Modification Triangle shall be placed by the title of the affected plan, section, or detail at each location.
 - 6. For changes to schedules or drawings, a Modification Triangle shall be placed either by the schedule heading or by the change in the schedule.
 - 7. The Modification Triangle size shall be 1/2 inch diameter unless the area where the triangle is to be placed is crowded. Smaller size triangle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished AutoCad 2000 software. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall

be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

- a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:
 - 1. Deletions (red) Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.
 - 2. Additions (Green) Added items shall be drawn in green with green lettering in notes and leaders.
 - 3. Special (Blue) Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.
- b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 02-C-0010.DWG) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer #63.
- c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.
- d. Within 10 days after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be

accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description Specification Manufacturer Composition Where Model, and Section and Catalog, and Size Used Serial Number

1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT PLAN

1.3.1 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction warranty period.

- a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds for expenses incurred by the Government while performing the work, including, but not limited to, administrative expenses.
- b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.
- c. Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.3.2 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.3 Warranty of Construction

- a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in subparagraph "i" herein, that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or -controlled real or personal property, when that damage is the result of-
 - the Contractor's failure to conform to contract requirements;
 - 2. any defect of equipment, material, workmanship, or design furnished.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- e. The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

- g. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - 3. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- h. In the event the Contractor's warranty under subparagraph "b" herein has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any defect in Government-furnished material or design.
- j. This warranty shall not limit the Government's rights under the Inspection of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.
- k. Defects in design or manufacture of equipment, specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

1.4 OPERATION AND MAINTENANCE MANUALS

None are required.

1.5 FINAL CLEANING

The premises shall be left clean. Debris shall be removed from the finished embankment. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

- PART 2 PRODUCTS NOT USED
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SECTION 02230

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Clearing

Clearing shall consist of the cutting of brush and the satisfactory disposal of brush and other vegetation designated for removal, including driftwood, snags, brush, trees and rubbish occurring in the areas to be cleared.

1.1.2 Grubbing

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Materials Other Than Salable Timber; G.

Written permission to dispose of such products on private property shall be filed with the Contracting Officer.

1.3 MEASUREMENT

1.3.1 Measured Clearing

Clearing shall be measured in square yards of clearing actually performed. Areas of light brush, shrubs, and other vegetation that can be cut with a brush hook, scythe, or mowing machine shall not be measured as clearing.

1.3.2 Measured Grubbing

Grubbing shall be measured in square yards of grubbing actually performed. Areas where tree roots and timber are less than 3 inches in diameter and areas where roots of brush, shrubs, and other vegetation can be removed by plowing shall not be measured as grubbing.

1.3.3 Measured Clearing and Grubbing

Clearing and grubbing shall be measured in square yards of clearing and

grubbing actually performed.

1.4 PAYMENT

1.4.1 Paid Clearing and Grubbing

Payment will be made at the contract unit price for clearing and grubbing, and this price shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete the work specified herein.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CLEARING

Stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such vegetation as may be indicated or directed to be left standing. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work.

3.2 GRUBBING

Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for structures. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

3.3 DISPOSAL OF MATERIALS

3.4.1 Salable Timber

All timber from which saw logs, pulpwood, posts, poles, ties, mine props, or cordwood can be produced shall be considered as salable timber, and shall be trimmed of limbs and tops, sawed into salable lengths of 8feet, and stockpiled at locations as directed. All salable timber remains the property of the City of Galena.

3.3.1 Materials Other Than Salable Timber

Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, except for salable timber, shall be disposed of in an approved waste disposal area outside the limits of Government-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed. The Contractor shall be responsible for compliance with all Federal and State laws and regulations and with reasonable practice relative to the disposal of materials. Disposal of refuse and debris and any accidental loss or damage attendant thereto shall be the Contractor's responsibility.

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SECTION 02270

ROCK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

| ASTM C 127-88 (R93) | Specific Gravity and Absorption of Coarse Aggregate |
|---------------------|--|
| ASTM D 422-90 | Standard Test Method for Particle-size Analysis of Soils |
| ASTM D 2487-93 | Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) |

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Final Cross-Sections and Quantity Computations; G.

SD-03 Product Data

Rock Quality; G.

Laboratory results of tests specified to identify quality of materials.

Gradation Tests; G.

Test results using methods specified for gradation and size of materials produced.

SD-06 Test Reports

Quarry Development Plan; G.

Appendix B provides guidance for preparation of plan concerning

the development and operation of a quarry.

PART 2 PRODUCTS

2.1 ROCK SOURCE

There is no Government furnished or designated rock source for this project. The Contractor shall obtain rock which meets all requirements specified herein. All Federal, State and local laws and regulations pertaining to surface mining, safety, and protection of the environment shall be complied with in furnishing the rock. The Contractor shall be responsible for all permits and/or easements for the rock source. The Contractor shall identify its proposed rock source during the pre-award survey.

2.1.1 Quarry Development Plan

The Corps of Engineers, Alaska District, has entered into a Letter of Agreement (LOA) with the State of Alaska, and a separate LOA with the U.S. Fish and Wildlife Service concerning development and operation of quarry sites for Civil Works Projects administered by the Corps of Engineers. The LOA's are enclosed herein as Appendix A. These LOA's require the Contractor to submit through the Contracting Officer to the U.S. Fish and Wildlife Service and to the State of Alaska a quarry development plan for review and approval under the conditions stipulated in the LOA's. The Contractor shall perform in accordance with these LOA's. A quarry development plan is required for all new and existing quarries to be utilized for this contract. The Contractor shall prepare a quarry development plan according to the requirements specified in Appendix B.

Development of a new quarry site or using an existing quarry site for furnishing rock required by this contract requires the review by Local, State and Federal agencies. A new quarry site will require the reopening of the National Environmental Policy Act (NEPA) process and a determination by the State of Alaska for consistency with its Coastal Management Program. Expansion of an existing quarry site may also require reopening the process. The Contractor shall allow enough time in the schedule for the procedure described in Appendix A. Reopening of the NEPA process and review with the State's Coastal Management Program may take a year or more to complete. The Contractor is responsible for investigating and obtaining all necessary reviews and permits from Local, State and Federal agencies. The Contractor is responsible for all of its (the Contractor's) costs and delays caused by the review process and permit requirements.

2.1.2 Retainage

Ten percent of payment for rock related items of work will be withheld, in addition to any other retainages, until all environmental requirements of the quarry development plan have been complied with.

2.2 ROCK QUALITY

Laboratory tests and visual geologic examinations shall be made to determine acceptability of materials. Rock shall be composed of hard, strong, durable materials that will not deteriorate upon exposure to the action of water or atmosphere. The rock shall not contain cracks, joints, faults, or bands of minerals or deleterious materials which would result in breakage during or after placement. Materials shall meet the following test requirements for quality:

| | TEST | RESULTS |
|----|--|---------------------------------------|
| 1. | Specific Gravity, BSSD ASTM C 127-88 (R93) | Not less than 2.4 |
| 2. | Absorption ASTM C 127-88 (R93) | Not greater than 2.5% |
| 3. | Freeze-Thaw (300 cycles) NPD Lab Method (Described in App. C) | Not greater than 10.0% loss by weight |
| 4. | Wetting-Drying (300 cycles) NPD Lab Method (Described in App. C) | Not greater than 10.0% loss by weight |

2.2.1 Testing

Testing shall be the responsibility of the Contractor and shall be performed by an independent commercial test laboratory currently approved by the Corps of Engineers. The Contractor shall furnish certified, complete copies of all test results to the Contracting Officer.

2.3 ROCK QUALITY ACCEPTANCE

All rock will be accepted or rejected at the job site based on test results and visual geologic examination by the Government. Test results shall be furnished to the Government 30 days prior to any placement of rock. No further laboratory testing of rock will be necessary if results meet the requirements specified, and a continuous visual geologic examination of the rock by the Government indicates no change in rock type or quality for rock passing the laboratory tests. Rock exhibiting significant changes in type or quality will be rejected unless additional testing shows that the rock meets the specified requirements.

2.4 ROCK GRADATION, SIZE, ANGULARITY

2.4.1 General

The rock, after processing, shall be angular and conform to the size requirements indicated below. Neither the breadth or thickness of any piece of armor rock shall be less than one-third its length. Operations of loading, placement or stockpiling shall be conducted in a manner which will prevent breakage.

a. Armor Rock. Armor rock shall be well graded within the following limits:

| Specified Rock Weight (Pounds) | Allowable Percent Smaller By Weight |
|--------------------------------|-------------------------------------|
| 500 | 0-85% |
| 300 | 0-50% |
| 100 | 0-15% |

No piece of armor rock shall weigh more than 700 pounds or less than 75 pounds.

b. Core Rock. Core rock shall be well graded within the following

limits:

| Specified Rock Weight (Pounds) | Allowable Percent Smaller By Weight |
|--------------------------------|-------------------------------------|
| 35 | 0-85% |
| 25 | 0-50% |
| 10 | 0-15% |
| 2 | 0-1% |

No piece of core rock shall weigh more than 75 pounds.

c. Filter Material. Filter material shall be well-graded gravel (in accordance with ASTM D 2487-93) with a minimum of 80% retained on the 2 inch sieve and a maximum of 5 percent passing the number two-hundred (#200) sieve.

PART 3 EXECUTION

3.1 PRODUCTION TESTING

The Contractor shall perform the following minimum gradation tests. Samples shall be taken at the source of the materials, and at subsequent points during transport if directed. No failing tests shall count toward meeting the minimum number of representative tests. Tests shall be evenly spaced throughout production. Tests shall be by actual weighing. Results shall be provided to the Contracting Officer within 24 hours, or sooner if requested.

- a. Armor and Core Rock. At least 10 representative tests of armor and core rock specified. Each sample shall be approximately 3 cubic yards in volume. Tests for armor and core rock shall consist of determining the total weight of all the rocks and the individual weight of each rock in the sample respectively. Percent smaller by weight shall be determined by dividing the total weight of the sample into the sum of the total weight of the rocks smaller than the specified rock weight.
- b. Filter Material. At least 5 representative tests. Test size shall be approximately 500 pounds. Tests shall conform to ASTM D 422-90.

3.2 SIZING

The Contractor shall display at least one typical rock in each of the following weight ranges, within easy sight of the quarry loading area and at the project site, to ensure proper sizing. The weight shall be clearly marked on each rock.

600 to 700 Pounds

300 to 500 Pounds

75 to 100 Pounds

35 to 50 Pounds

3.3 PLACEMENT

All materials shall be placed in such a manner as to produce a well-keyed mass of rock with individual pieces tightly in contact, and with the least

practicable amount of void spaces. It shall be assumed that cutting and removal of ice from the river will be required for rock placement during the winter. The cost of cutting and removing ice shall be included in the cost for rock placement. The finished surface shall be free from pockets of single size rock. Placement of small rock to choke the spaces between large rock, or for leveling the surface, will not be permitted. Breaking of individual pieces in place by blasting or mechanical methods will not be permitted. Armor and core rock shall be placed to the full course thickness at one operation and in such manner as to avoid displacing the underlying material. Placing by methods likely to cause segregation will not be permitted. The desired distribution of the various sizes of rock throughout the mass shall be obtained by selective loading at the quarry and by controlled placement of successive loads. Rearranging of rock by mechanical equipment or by hand will be required to the extent necessary to correct deficiencies, and to provide a uniform, tightly knit slope. Materials that do not meet the specified requirements for size, quality, or distribution of sizes shall be removed and replaced with suitable materials at no additional cost to the Government.

All rock shall be placed in a manner to avoid displacing underlying materials, placing undue impact force on underlying material, and to minimize chipping of rock. The rock shall be placed with minimum voids and with maximum interlocking. Rehandling of rock after initial placement may be required to achieve the above requirements. Equipment proposed for use shall be capable of placing the rock near it's final position before release and capable of moving the rock if necessary to it's final position. Placement shall begin at the weighted toe and proceed up the slope placing rock to the full thickness in one operation. Casting or dropping of rock from a height greater than three (3) feet or moving by drifting or manipulating down the slope will not be permitted. If construction is expected to be delayed for a period of more than seven (7) days by storms, high flows in the river, or for any other reason, the terminal end of the armor and core rock shall be smoothly tapered into the existing river bottom contours.

3.3.1 Rock

Rock shall be placed on the existing and prepared slopes within the limits shown. The finished slopes shall present a uniform and regular surface not steeper than those shown. The Contractor shall maintain the rock until final acceptance. Any material displaced shall be replaced, at the Contractor's expense, to the slopes, lines, and grades shown on the drawings.

3.4 TOLERANCES

Armor rock, core rock, and filter material shall be placed to the full thickness shown on the drawings. No minus tolerance will be permitted. The total tolerance of plus 6-inches for armor rock, core rock, and filter material combined from the lines and grades shown on the drawings will be allowed, except that the extreme of such tolerance shall not be continuous over an area greater than 20 square yards. The outside slopes shall present a uniform appearance.

3.5 STOCKPILING

If material is stockpiled, the stockpile shall be constructed in lifts not exceeding 7.5 feet and the final height of stockpile shall not exceed 15 feet. Any method of stockpiling which could cause segregation within the

stockpile or excessive breakage will not be permitted. Armor rock shall not be piled more than three rocks high.

3.6 SURVEYS

Surveys shall be performed as specified below and in accordance with SECTION 01016 SPECIAL ITEMS (CIVIL WORKS). Cross sections for each survey shall be taken at 25-foot stations along the control line(s). Soundings shall be taken at a minimum of 25-foot intervals along each station perpendicular to the control line(s), extending a minimum of 20 feet beyond the toe, and shall capture all break points. Additional surveys shall be conducted as required to control the Contractor's operations and placement of materials.

- a. Pre-Construction Survey. A pre-construction survey shall be conducted prior to initial placement of any materials.
- b. Interim Condition Surveys. Interim condition surveys shall be conducted after placement of filter material and core rock. Cross-sections of the interim condition surveys shall be plotted every two weeks in which required survey data has been collected and shall be provided to the Contracting Officer's Representative. The first cross-sections shall be provided two weeks after material placement begins and every two weeks thereafter. Cross-sections shall be plotted at a scale of 1"=20' both horizontally and vertically and shall show the existing ground, all the placed material and the correct design template for that 25-foot station together on the same axis. The design template shall be plotted with a different line type than the survey data. Deficiencies identified by the interim surveys shall be corrected before continuing with placement of material. Acceptance of the cross-sections by the Contracting Officer's representative will not imply Government acceptance of the work.
- c. Post-Construction Survey. A post-construction survey shall be conducted immediately following completion of the rock placement. The post-construction survey shall include the entire area within the construction boundary.
- d. Final Cross-Sections and Quantity Computations. The surveyor shall plot final cross-sections generated from the pre-construction survey, interim condition surveys and the post-construction survey in the same manner as the interim condition surveys. All requirements of SECTION 01016SPECIAL ITEMS (CIVIL WORKS) shall be met. The surveyor shall also compute quantities for all material placed using the surveys listed above. The surveyor shall furnish quantities for each 25-foot station, compute the percent difference between the actual and design and show the information next to the plotted cross-sections. Final cross-sections and quantity computations shall be submitted to the Contracting Officer within (10) days of completion of the final survey.

3.7 ATTACHMENTS

Appendix 02270-A Letters of Agreement with the State of Alaska and USFWS

Appendix 02270-B Quarry Development Plan Requirements

Appendix 02270-C NPD Testing Methods

APPENDIX A LETTERS OF AGREEMENT WITH THE STATE OF ALASKA AND U.S. FISH AND WILDLIFE SERVICE

LETTER OF AGREEMENT BETWEEN THE

ALASKA GOVERNOR'S OFFICE, DIVISION OF GOVERNMENTAL COORDINATION AND THE

U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT FOR QUARRY SITE EVALUATION

This agreement provides guidance and establishes procedures for ensuring the consistency with the Alaska Coastal Management Program of quarry sites for Civil Works Projects administered by the U.S. Army Corps of Engineers (COE) that are located within or directly affect the state's coastal zone.

GENERAL:

The U.S. Army COE, Alaska District, will require a construction contractor to select a quarry site to provide rock necessary for construction of water resources projects and will not specify a quarry site in its Plans and Specifications. All permits and/or easements will be the responsibility of the contractor and the contractor will not be allowed to proceed with quarry site development until all permits and/or easements and the necessary ACMP consistency determination have been obtained.

The Division of Governmental Coordination (DGC) will coordinate the state's review of the contractor's selection for consistency with the Alaska Coastal Management Program (ACMP). This Letter of Agreement (LOA) allows for an appropriate consistency review of the quarry site, once it is selected by the contractor, as a direct federal action as provided by Section 307 of the federal Coastal Zone Management Act. The COE is responsible for implementing the terms of this LOA and for participating in consistency reviews, as necessary.

WORK REQUIRED DURING THE PROJECT STUDY PHASE:

The National Environmental Policy Act (NEPA) documentation and associated ACMP project consistency review will assume that the construction contractor will use an existing quarry site. The environmental assessment (EA) or environmental impact statement (EIS) will assess the impacts associated with quarry operations of a "generic existing quarry site" and will identify appropriate impact mitigation measures.

The State of Alaska, DGC will conduct a consistency review for a "generic existing quarry site" at the time it reviews the associated water resources project, and will render a conclusive coastal consistency determination which will identify alternative measures (reflected as stipulations) necessary to ensure that the generic existing quarry site and project are consistent to the maximum extent practicable with the ACMP.

The Quarry and Environmental portions of the Plans and Specifications (bidding document) will inform the contractor of its responsibilities whether he or she selects an existing quarry site or opens a new quarry and will also advise them of the review requirements agreed to in this LOA. The DGC will be furnished with a copy of the Plans and Specifications.

WORK REQUIRED AFTER THE BID AWARD:

The COE will advise the contractor of the requirements outlined in the Plans and Specifications. The contractor will be required to submit to the COE a Quarry Development Plan including the exact location of the quarry site. Before the COE gives approval to proceed with quarry site development, the appropriate ACMP approval must be obtained.

If the contractor chooses an existing quarry:

Concurrent with its review of the contractor's submittal, the COE will notify DGC in writing of the contractor's quarry site selection and provide a copy of the Quarry Development Plan to DGC. In addition, except for situations described in (a) below, the contractor will provide a Coastal Project Questionnaire to DGC for review. Depending on the site selected, the following requirements apply.

- a) No review by DGC will be required if:
 - a contractor purchases the rock necessary for a project from an operating commercial quarry site; or
 - 2) the quarry site from which the contractor proposes to obtain the necessary rock is located out of state, outside of the coastal zone, or does not directly affect the coastal zone.
- b) DGC will require not more than 15 days to review and comment on the selection and operation if a contractor proposes to use, without modifications, a quarry site, which has previously been found consistent with the ACMP.
 - c) DGC will conduct a 30-day consistency review of the proposal, as per 6 AAC 50, if a contractor proposes to use an existing quarry site:
 - with modifications, (e.g. changes to previously approved site boundaries, volumes to be removed, or other terms or conditions); or

 that has not previously undergone a consistency review.

The contractor must submit to DGC all appropriate permit applications that apply to the quarry site.

If the construction contractor chooses a new quarry site (including sites that have been reclaimed):

- The COE will notify the contractor in writing that the NEPA process has been reopened and that an ACMP consistency review is required for sites located within or directly affecting the coastal zone.
- 2. For those sites which require coastal consistency review, the COE will provide a copy of the notification letter, the Quarry Development Plan, and the exact location of the proposed quarry to DGC. All appropriate permit applications and a coastal project questionnaire will be submitted to DGC by the contractor.
- 3. The COE will prepare a NEPA document, either an EA or an EIS, covering the environmental impacts of the contractor's proposed new quarry site. DGC will coordinate the state's review of this document. Compliance with the procedural requirements of NEPA by the COE does not relieve the contractor from responsibility for obtaining necessary permits and/or easements for the proposed quarry.
- DGC will conduct a 50-day consistency review of the proposal, as per 6 AAC 50. DGC will provide the COE the state's conclusive consistency determination for the new quarry site.

IMPLEMENTATION:

As a result of the procedures outlined in this LOA, the state and COE may agree to alternative measures (reflected as stipulations in the COE approval of the Quarry Development Plan, the conclusive consistency determination, and on State permits, if required) that will apply to the quarry operation. Where State permits are not required, the COE is responsible for monitoring compliance with these stipulations and for enforcing them during operations, as necessary.

If the quarry site stipulations needed to ensure consistency with the ACMP are not met, or if the terms and procedures outlined in the LOA are not followed, the DGC may revoke the consistency determination for the quarry site.

EFFECTIVE DATE:

This agreement takes effect upon the date of the last signature below and will continue in effect until modified or revoked by agreement of both parties, or revoked by either party alone upon two months writter notice.

25 JUN 90

Clellen tel Calel William W. Kakel

Date Colonel, Corps of Engineers

District Engineer

Grogan Robert L.

Director Division of Governmental Coordination

Date

ss90042001kfk

LETTER OF AGREEMENT BETWEEN THE U.S. FISH AND WILDLIFE SERVICE AND THE U.S. ARMY ENGINEER DISTRICT, ALASKA FOR OUARRY SITE EVALUATION

This agreement provides guidance and establishes procedures for assessing the environmental impacts associated with the selection and operation of quarry sites for Civil Works Projects.

GENERAL:

The U.S. Army Engineer District, Alaska will allow the construction contractor to select a quarry site to provide specific rock necessary for construction of water resources projects.

WORK REQUIRED DURING THE PROJECT STUDY PHASE:

The National Environmental Policy Act (NEPA) documentation will reflect that the construction contractor will use an existing quarry site. The environmental assessment or impact statement and Goordination Act report will assess the impacts associated with quarry operations of a generic existing site. The Quarry and Environmental portions of the Plans and Specifications (bidding document) will inform the contractor of his responsibilities in case he chooses to open a new site. The U.S. Fish and Wildlife Service (FWS) will be furnished with a copy of the Plans and Specifications.

WORK REQUIRED AFTER THE BID AWARD:

A representative of the Alaska District Environmental Resources Section (PL-ER) will attend the pre-construction conference, advise the contractor of the NEPA procedure, and reiterate the requirements outlined in the Plans and Specifications. The contractor will be required to submit a Quarry Operation Plan (which includes the exact location of the quarry site) for review and government approval.

If the contractor chooses an existing quarry: The PL-ER representative will advise FWS of the selection and will advise the contractor of any permits which may be required or other stipulations associated with the operation. No further NEPA documentation or Fish and Wildlife Coordination Act activities will be required.

If the construction contractor chooses a new quarry site:

The PL-ER representative will contact FWS and advise that the NEPA process has been reopened.

- 2. The PL-ER representative will consult with FWS and other state and Federal environmental agencies, provide the exact location of the proposed quarry, and obtain the agencies' comments. Within 10 working days, the PL-ER representative will meet with the contracting officer's representative (COR) and contractor to advise whether the site is:
 - a. acceptable;
 - acceptable with stipulations;
 - c. no decision until further data are gathered; or
 - d. unacceptable.

If the site appears to be acceptable, the PL-ER representative will provide the contractor through the COR the mitigation stipulations, if any. If further information is required in order to make a decision, the COR will provide the contractor an estimate of time required for data collection.

- The Alaska District and FWS will enter into a transfer fund agreement as mandated in the Fish and Wildlife Coordination Act only if further documentation is required. The normal Scope of Work process will be used.
- 4. Upon completion of the data gathering and documentation, the FWS will submit an amended Coordination Act report with mitigation recommendations to the Alaska District. The Alaska District will give a written response to the recommendations of the FWS. The Alaska District will either write an environmental assessment or supplement an existing impact statement, or write a new impact statement for all new quarry site selection(s).

UNRESOLVED PROBLEMS:

In carrying out the above agreement, every effort will be made to resolve all problems in the following order:

FWS and Alaska District project biologist level.

FWS Field Office Supervisor and Alaska District Planning Branch Chief level.

Assistant Alaska Regional Director for Habitat and Alaska District Engineering Division Chief.

Alaska Regional Director and Alaska District Engineer.

If a solution still cannot be achieved, the problem should be referred to the North Pacific Division and the Alaska Regional Director. Only unresolved problems that threaten the two agencies' abilities to carry out their mandated responsibilities should be referred to the Director of Civil Works, U.S. Army Corps of Engineers, and Director, Fish and Wildlife Service for resolution. Any referrals to the Washington level shall document the specific nature of the problems and efforts at the field level to resolve the disagreements.

William W. Kakel

Date

Colonel, Corps of Engineers

District Engineer

Walter O. Stieglitz

Regional Director

U.S. Fish and Wildlife Service

APPENDIX B

QUARRY DEVELOPMENT PLAN REQUIREMENTS

of waste.

- 1.1 Quarry Development Plan. Prior to the development of any quarry, the Contractor shall submit its plan for quarry development and operation to the Contracting Officer for acceptance. The Quarry Development Plan shall include limits of construction, disposal of quarry waste, necessary access roads and traffic routes, quarry rock stockpile area(s), and other material stockpile area(s) to be used for quarry restoration. Receipt of the plan by the Contracting Officer does not limit the Contractor's responsibility for otherwise complying with the contract requirements. All work shall be contained within the construction limits as designated in the submitted plan. The Contractor shall develop the quarry in a manner that will provide safe and efficient extraction of rock and accommodate the restoration as required. The development plan shall address all requirements of the following subparagraphs.
- 1.1.1 Show location of access roads, structures, and staging areas, including the upgrading or replacement of any existing access roads.
 - 1.1.2 Include proposed blasting plan.
 - 1.1.3 Show fuel storage locations.
- 1.1.4 Show location of overburden stockpiles (toe must be above maximum high tide elevation).
- 1.1.5 Show rock processing areas and waste stockpile areas (toe must be above maximum high tide elevation). Note: Waste stockpiles shall be located to accommodate restoration, if restoration is required.
- 1.1.6 Show any areas where grubbing material will be buried (toe must be above maximum high tide elevation).
- 1.1.7 Excavation Plan shall be prepared showing all proposed cut slopes and grades, and the final estimated configuration of the quarry at the end of the work, including areas to be cleared.
- 1.1.8 Quarry Operation Plan shall be prepared to include information on the following subjects:
- (a) Method of rock removal (i.e., drilling and blasting or mechanical excavation).
 - (b) Method and plan for barge loading, if applicable.
 - (c) Method, schedule, and plan for burning (if permitted) and disposal
 - (d) Method and plan for clearing area before blasting.

- 1.1.9 Work at the quarry shall comply with the EPA National Pollutant Discharge Elimination System. A storm water pollution prevention plan for the quarry site and notice of intent shall be prepared and submitted to the Contracting Officer per section 01016.
- 1.2 Work Area Limits. The Contractor shall keep its work areas as small as possible. If the rock quantity obtained from within the area shown in the Quarry Development Plan is insufficient, the Contractor shall request relocation of the boundary at least two weeks in advance of need for additional quarry area.
- 1.3 Quarry Waste Disposal. No overburden, soil, waste material, debris, vegetation, or fill material (with the exception of a barge loading ramp, if required) shall be placed at an elevation lower than the maximum high tide level or in other waters of the U.S.

All waste areas shall be covered with a minimum of 6 inches of organic overburden if any stockpile material remains for use. The maximum finished slope shall be 2 horizontal to 1 vertical, and the minimum slope shall be 4 horizontal to 1 vertical. Tree roots or limbs shall not be left sticking out of waste area(s). The final grade and appearance of the waste area shall be a smoothly contoured land form, if required.

- 1.4 Quarry Stockpiling. The Contractor shall identify all stockpile areas on the Quarry Development Plan. The Contractor shall save and protect all overburden material for quarry restoration purposes. Any quantities of overburden lost by negligence shall be replaced from an approved source by the Contractor.
- 1.5 Cleanup of Quarry Area(s). Unless otherwise specified, upon completion of rock production, all areas which have been utilized by the Contractor shall be cleared of all debris and graded smooth to match existing grade. No waste piles of any type will be permitted to remain, except for areas that are designated as waste areas in the Quarry Development Plan.
- 1.6 Quarry Restoration Plan. A general quarry restoration plan (for (a) new quarry site(s)) shall be submitted to the Contracting Officer for approval prior to the use of the quarry. A detailed quarry restoration plan shall be submitted for approval once the rock production operations have been completed. Restoration of the quarry shall be accomplished in a manner to produce a natural appearing condition. All disturbed areas, including refuse remaining from other activities prior to this contract, shall be included in the restoration plan. The quarry restoration plan shall be presented on drawings, and show finished elevations and grades of all features. A restoration plan will not be required if the quarry is to remain operational beyond this contract.

G:/en-cw/en-cw-hh/Appendix/Quarry Development Plan

APPENDIX C NPD TESTING METHODS

NPD Testing Methods

Freezing and Thawing – The test sample, consisting of about 11 pounds of pieces passing the 2 inch sieve and retained on the 1-1/2 inch sieve, will be prepared by jaw crushing or hand chipping. All sharp edges will be chipped off and only pieces approximately cubical in shape will be used. The original dry weight of pieces selected for the freeze-thaw test will be computed by determining moisture content of room dry rock from representative surplus or undersized pieces.

Dry weight of pieces selected for freeze-thaw =
$$\frac{WeightRoomDry}{1 \div \frac{MC}{100}}$$

(MC = moisture content in %)

Specimens will be immersed in water for 24 hours prior to start of test. Sample will then be placed in a pan approximately 15 inches x 9-1/2 inches x 2-1/4 inches and the pan filled from $\frac{1}{4}$ inch to $\frac{1}{2}$ inch depth of water. Sample in pan will be subjected to freezing and thawing in freeze-thaw apparatus described in CRD-C 20-94, "Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing" (ASTM C 666-92). Freezing and thawing will be at the rate of 12 cycles per day, each cycle consisting of approximately one hour at 0 ± 2 °F and one hour at 40 ± 2 °F. At the end of the test, the samples will be washed, dried, sieved over the 1-1/2 inch sieve and weighed. Tests shall consist of 100 cycles unless other wise specified. The percent loss will be computed based on the original dry weight. Observations of appearance of each piece with comment as to apparent soundness, cracking, etc., will be reported. Photographs of the sample at the end of the test or during the test will be made when significant cracking, flaking, crumbling, or disintegration has taken place.

Wetting & Drying – The test sample will be about 11 pounds of 2 inch to 1-1/2 inch sized particles prepared as specified above for freezing and thawing tests. The test sample will be oven-dried and weighed, then soaked for 24 hours prior to starting tests. Testing will consist of soaking for 3 hours in tap water at approximately 60°F, and drying for 3 hours with an infrared heat lamp so that the surface temperature of rocks will reach 165°F. Upon completion of the test, samples will be oven-dried, screened over 1-1/2 inch sieve and weighed. Percent loss will be based on original dry weight. Significant changes in appearance such as cracking, splitting, etc., will be noted.

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SECTION 02300

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SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

| ASTM C 136 | (1996a) Sieve Analysis of Fine and Coarse Aggregates |
|-------------|--|
| ASTM D 422 | (1963; R 1998) Particle-Size Analysis of Soils |
| ASTM D 1140 | (1997) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve |
| ASTM D 2487 | (1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System) |
| ASTM D 4318 | (1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils |

1.2 DEFINITIONS

1.2.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, SM, SW-SM, SP-SM, ML.

1.2.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include trash; refuse; and material classified as satisfactory which contains root and other organic matter or frozen material. The Contracting Officer shall be notified of any unsatisfactory materials.

1.2.3 Cohesionless and Cohesive Materials

Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic. Testing required for classifying materials shall be in accordance with ASTM D 4318, ASTM C 136, ASTM D 422, and ASTM D 1140.

1.3 SUBMITTALS - NOT USED

1.4 SUBSURFACE DATA

A trip report for material sample collection and analysis is appended to this section. The report contains soil classifications for three (3) grab samples taken from the project area. These samples represent the available soil information for the project area. Variations may exist in the soil type between sample locations.

1.5 CLASSIFICATION OF EXCAVATION

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

1.6 UTILIZATION OF EXCAVATED MATERIALS

Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Satisfactory material authorized to be wasted shall be disposed of in designated areas approved for surplus material storage or designated waste areas as directed. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL EXCAVATION

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Grading shall be in conformity with the typical sections shown and the tolerances specified in paragraph FINISHING. Satisfactory excavated materials shall be transported to and placed in fill or embankment within the limits of the work. Surplus satisfactory excavated material not required for fill or embankment shall be disposed of in areas approved for surplus material storage or designated waste areas. Unsatisfactory excavated material shall be disposed of in designated waste or spoil areas. During construction, excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times. Material required for fill or embankment in excess of that produced by excavation within the grading limits shall be excavated from the borrow area

3.2 OPENING AND DRAINAGE OF EXCAVATION

The Contractor shall notify the Contracting Officer sufficiently in advance of the opening of any excavation to permit elevations and measurements of the undisturbed ground surface to be taken. Except as otherwise permitted, excavation areas shall be excavated providing adequate drainage. Overburden and other spoil material shall be transported to designated spoil areas or otherwise disposed of as directed. The Contractor shall ensure that excavation of any area, or dumping of spoil material results

in minimum detrimental effects on natural environmental conditions.

3.3 BACKFILL

Backfill shall be placed in lifts not exceeding 1 foot and compacted with 3 passes of a tracked vehicle having the specified ground pressure. Ground surface on which backfill is to be placed shall be prepared as specified in paragraph PREPARATION OF GROUND SURFACE FOR EMBANKMENTS. Compaction shall be accomplished by a tracked vehicle with an average ground pressure greater than 300 pounds per square foot.

3.4 PREPARATION OF GROUND SURFACE FOR EMBANKMENTS

3.4.1 General Requirements

Ground surface on which fill is to be placed shall be stripped of live, dead, or decayed vegetation, rubbish, debris, ice, and other unsatisfactory material.

3.5 EMBANKMENTS

3.6 FINISHING

The surface of excavations, embankments, and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. The degree of finish for graded areas shall be within 0.5 foot of the grades and elevations indicated .

3.7 SUBGRADE AND EMBANKMENT PROTECTION

During construction, embankments and excavations shall be kept shaped and drained. Ditches and drains along subgrade shall be maintained to drain effectively at all times. The finished subgrade shall not be disturbed by traffic or other operation and shall be protected and maintained by the Contractor in a satisfactory condition until backfill is placed. The storage or stockpiling of materials on the finished subgrade will not be permitted.

3.8 ATTACHMENTS

Appendix 02300-A Trip Report, Material Sample Collection & Analysis

Appendix 02300-B Trip Report, Galena Emergency Bank Stabilization

APPENDIX 02300-A

Trip Report

Material Sample Collection & Analysis

United States Army Corps of Engineers Alaska District PO Box 898 Anchorage, AK 99506-0898

Trip Report

Material Sample Collection & Analysis Emergency Bank Stabilization Galena, Alaska



December 2001

1. General

The village of Galena is located on the north bank of the Yukon River approximately 270 air miles west of Fairbanks, Alaska. The village has experienced continued erosion of the river bank and has a history of bank stabilization projects commencing in the late 1970's. A project location/vicinity map is attached as Figure 1.

The existing bank stabilization was constructed in three separate reaches. The first reach consists of 275 feet of semi-circular sheet pile section constructed adjacent to the airport by the U.S. Air Force. The second reach, identified as Phase I, was constructed by the State of Alaska in the early 1980's. This reach consists of riprap placed along the river bank commencing at the terminus of the sheet pile section and extending 2,500 feet upriver. The U.S. Army Corps of Engineers constructed phase II, the last reach, in 1987. Phase II consists of 1,300 feet of riprap placed along the river bank beginning about 800 feet up river from the conclusion of the Phase I work.

Since construction, the upriver terminus of the Phase II reach has experienced substantial erosion. The river has eroded the riprap key and is beginning to flank the remaining riprap; consequently, additional bank stabilization is recommended. (See Photograph 1.)

2. Purpose

On Thursday, 20 September 2001, a geotechnical engineer with the Corps of Engineers traveled from Anchorage to Galena with the purpose of performing an inspection of the river bank and collecting soil samples for determining the physical and engineering characteristics of the bank material. The samples consist of grab samples collected directly from the bank face.

This site visit complements a site visit made on 19 June 2001 by Corps representatives from project formulation. A trip report of this earlier visit may be obtained from CEPOA-EN-CW-PF.

3. Field Activities

Although an inspection of the performance and the condition of the existing riprap was not a part of the scope of work, a brief inspection of the last two to three hundred feet of the Phase II section was done. The riprap in this short section appears to consist of predominately small poor quality rock, but the stabilized bank shows little to no evidence of erosion or failure. Rock sizes are generally less than 500 pounds and the rock appears to be susceptible to mechanical weathering from frost action as evidenced by the presence of small angular rock pieces between the riprap. The riprap was mined from Mueller Mountain, located approximately 15 miles east of Galena, and hauled via cat trains during the winter.

In a portion of the inspection area, riprap appears to be missing. The bank slope is flatter than the adjacent riprap covered embankments. However, erosion or bank failure is not apparent. The lack of complete riprap coverage is probably a combination of some rock depletion from natural processes such as ice scouring and the burying of rock from the deposition of suspended river silts.

The inspection of the existing river bank beyond the upriver terminus of the Phase II riprap commenced at survey monument GB2 and terminated at survey monument GB3. The approximate length of the bank inspected was 2,600 feet. A photograph of monument GB3 is shown as Photograph 2.

This stretch of the riverbank shows substantial undermining from erosion. Near vertical slopes are common and trees and vegetation are sloughing into the river. Due to the steep slope, tangled vegetation, and potentially soft unstable soil, it was not possible to safely inspect the full length of the riverbank from the water's edge. However, there were several areas along the route where the bank had been graded to allow public access for boat launching and mooring. These areas allowed direct access where it was possible to safely walk a short distance up and down stream examining bank material and collecting representative soil samples. From these advantage points it was also possible to view portions of the river that were not accessible. Approximately, three quarters or more of the riverbank was accessible or visible (see Photograph 3). Portions of the riverbank that were not in sight were walked from the top of the bank for indirect evidence indicative of different soil conditions.

Three grab samples were collected during the site visit. Roughly, a single sample was collected at each end and the middle of the inspection area. Sample locations are shown on attached Figure 2. The samples were collected from the face of the bank at locations considered representative. The sample material was placed in double sealed plastic bags for protection and to preserve the in-situ moisture content (see Photograph 4). The plastic bags were labeled and placed in tyvex sample bags for shipment.

4. Laboratory Testing

A testing program was established to classify and determine the physical and engineering properties of the bank soils. The test methods implemented are listed below.

- Particle-Size Analysis of Soils • ASTM D 422
- ASTM D 2487 Classification of Soils for Engineering Purposes
- Liquid Limit, Plastic Limit, and Plasticity Index ASTM D 4318 of Soils

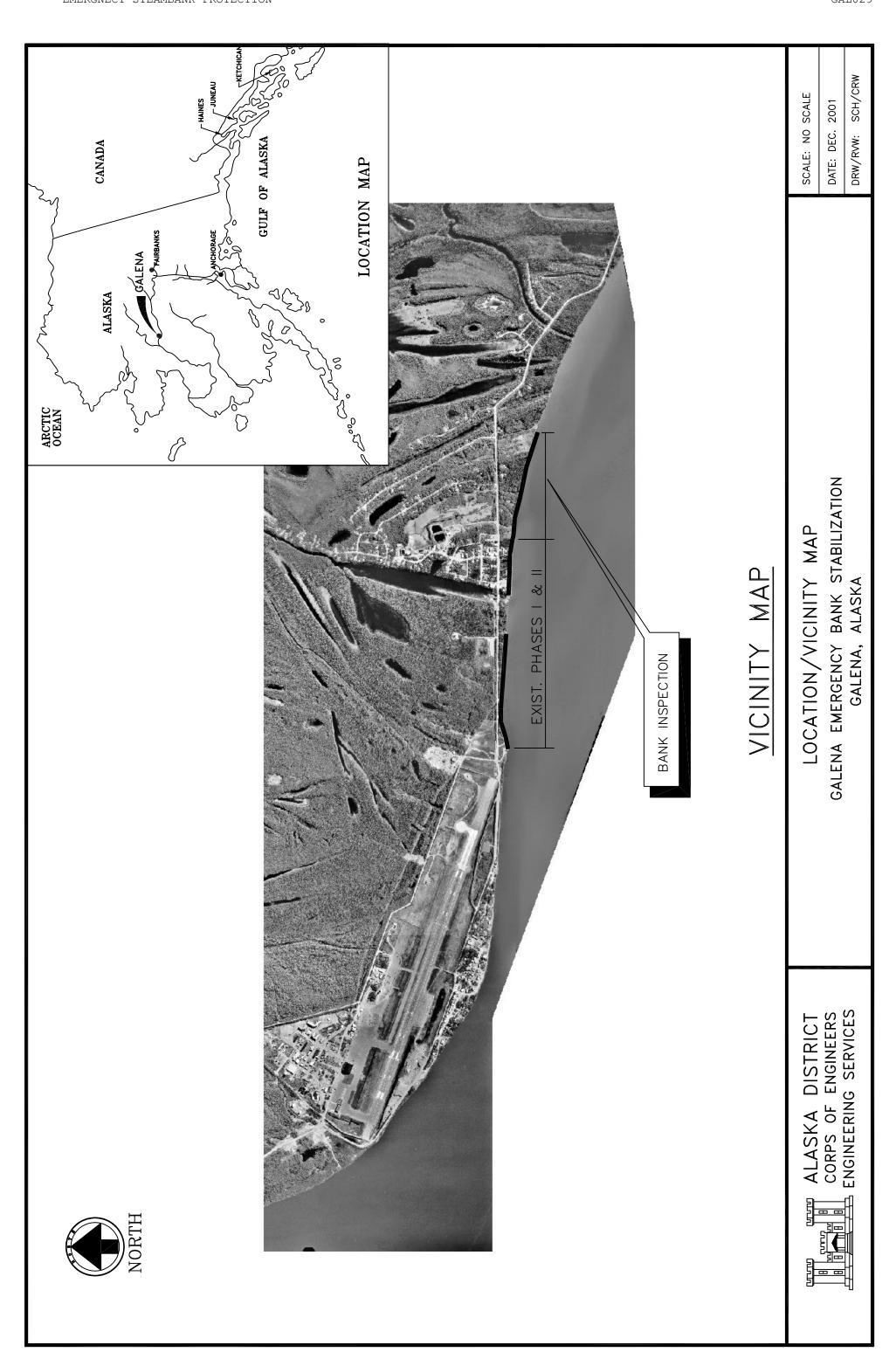
In general, the collected materials classify as non-plastic silt (ML) or fine silty sand (SM). Laboratory testing results are attached as Appendix A.

The number of soil samples collected during this site visit is substantially less than collected for the 1987 Phase II stabilization work (28 samples). However, testing indicates the in situ soils here are similar to those of that project.

Attachments:

- 1. Figure 1 - Location/Vicinity Map
- Sample Location Map 2. Figure 2
- 3. Photograph 1 Erosion at upriver terminus of Phase II riprap.
- 4. Photograph 2 Aluminum survey monument GLB3
- 5. Photograph 3 Boat launch/mooring location near upriver terminus of Phase II riprap
- 6. Photograph 4 Typical grab sample from bank face.
- 7. Appendix A Results of Laboratory Testing

EMERGNECY STEAMBANK PROTECTION GAL029



DATE: DEC. 2001



GALENA EMERGENCY BANK STABILIZATION SAMPLE LOCATION MAP GALENA, ALASKA

ENGINEERING SERVICES CORPS OF ENGINEERS



Photograph 1. Erosion flanking upriver terminus of Phase II riprap.



Photograph 2. Aluminum survey monument GLB3



Photograph 3. Boat launch/mooring location near upriver terminus of Phase II riprap. Typical bank undermining and tree sloughing is visible along upriver bank.



Photography 4. Typical grab sample from bank face.

APPENDIX A

Results of Laboratory Testing

SUMMARY TABLE
U.S. Army Corps of Engineers
Galena Emergency Bank Stabilization W.O. No. A29535

| | | Moisture | | Gravel | el Sand | | * | Frost Class |
|----------|---------------------------------------|----------|-------------|--------|-----------|--|----------------------------|-------------|
| Location | · · · · · · · · · · · · · · · · · · · | Content | LL/PI | (+#4) | (-4-+200) | (-200) | Engineering Classification | |
| | | %) | | 8 | % | | | |
| | | | | 0 | 59 | | Silty Sand, SM | F2 |
| | | | | 0 | 9 | | Silt, ML | F4 |
| | | | Non Plastic | 0 | 17 | 83 | Silt with Sand, ML | F4 |
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12.1%

0.02 mm

Particle Size (mm)

David L. Andersen, P.E., General Manager

David L Andersen

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4040 B Street Anchorage Alaska 99503 • 907/562-2000 • 907/563-3953

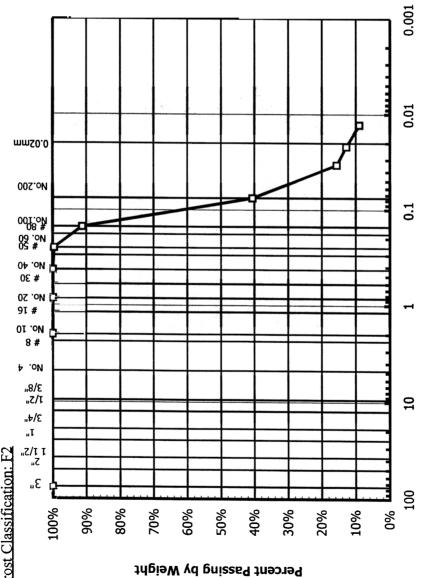
A Division of DOWL LLC ALASKA Location: G-1 Submitted by Client

Client: U. S. Army Corps of Engineers

Project: Galena Emergency Bank Stabilization

Engineering Classification: Silty SAND, SM

Frost Classification: F2



PARTICLE-SIZE DIST. ASTM D422

W.O. A29535 Lab No. 1907

Received: 9/26/01

Reported:

| | SIZE | PASSING | SPECIFICATION |
|----|-------------|-------------------------------------|---------------|
| + | +3 in Not I | in Not Included in Test = ~0% | st = ~0% |
| [m | 3" | | |
| (1 | 2" | | |
| _ | 1 1/2" | | |
| | <u>.</u> | | |
| 3 | 3/4" | | |
| | 1/2" | | |
| 3 | 3/8" | | |
| 4 | No. 4 | | |
| I | Total Wt. = | 383.6g | |
| _ | No. 8 | | |
| | No. 10 | 100% | |
| | No. 16 | | |
| | No. 20 | 100% | |
| | No. 30 | | |
| | No. 40 | 100% | |
| | No. 50 | | |
| | No. 60 | 100% | |
| Z | No. 80 | | |
| Z | No. 100 | %16 | |
| Z | No. 200 | 41% | |
| Ĕ | otal Wt. of | Total Wt. of Fine Fraction = 383.6g | 1 = 383.6g |

Fotal Wt. of Fine Fraction = 476.4g

0.02 mm

Particle Size (mm)

%/6 94%

No. 100 No. 200

Received: 9/26/01

Reported:

PASSING SPECIFICATION

SIZE

4040 B Street Anchorage Alaska 99503 • 907/562-2000 • 907/563-3953

ALASKA A Division of DOWL LLC Location: G-2 Submitted by Client

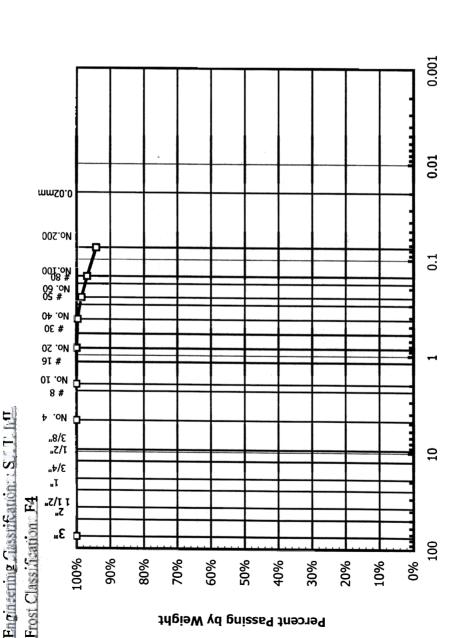
Client: U. S. Army Corps of Engineers

PARTICLE-SIZE

DIST. ASTM D422

W.O. A29535

Lab No. 1908



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Total Wt. of Fine Fraction = 297.8g

0.02 mm

Particle Size (mm)

%86

No. 100 No. 200

No. 80

83%

A Division of DOWL LLC Location: G-3 Submitted by Client

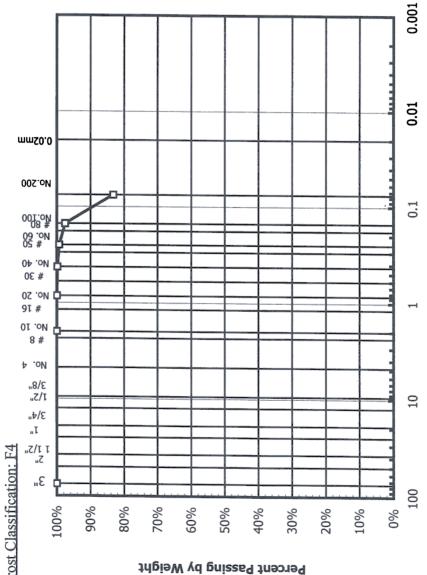
Client: U. S. Army Corps of Engineers

Project: Galena Emergency Bank Stabilization

PI = Non Plastic

Engineering Classification: SILT with Sand, ML

Frost Classification: F4



PASSING SPECIFICATION PARTICLE-SIZE DIST. ASTM D422 +3 in Not Included in Test = $\sim 0\%$ Received: 9/26/01 100% 100% 100% W.O. A29535 Lab No. 1909 %66 Total Wt. = 297.8g Reported: SIZE No. 10 No. 16 No. 20 No. 30 No. 40 No. 50 No. 60 No. 8 No. 4 3/4" 3/8" 1/2"

David L Andersen

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David L. Andersen, P.E., General Manager

APPENDIX 02300-B

Trip Report

Galena Emergency Bank Stabilization

CEPOA-EN-CW-PF

27 Jun 2001

MEMORANDUM FOR RECORD

SUBJECT: Galen Emergency Bank Stabilization - Trip Report

1. A site visit was made to Galena and the project area on 19 June 2001 to investigate the existing conditions and seek community on the needs and priorities for the current bank stabilization study. Those in attendance from the Corps of Engineers were Merlin Peterson/EN-CW-HH, Lizette Boyer/EN-CW-ER, and the undersigned and Elaine Gross/USFWS. The study team met with Marvin Yoder of the City of Galena and Theresa Clark of the Yukanna Development Corporation.

2. Existing bank stabilization project.

- a. The existing bank stabilization project is divided into three reaches. The downstream most reach consists of semicircular sheetpile cells constructed by the U.S. Air Force. Total length of this project is 275 feet. The second project, Phase I, was constructed by the state of Alaska in the early 1980's. Phase I consists of riprap placed along the bank from the upstream extent of the sheetpile wall and extended 2,500 feet upstream. The most recent project, Phase II, was constructed by the U.S. Army Corps of Engineers in 1987. Phase II consists of riprap placed along 1,300 feet of river bank, beginning at a distance about 800 feet upstream of Phase I.
- b. The sheetpile wall is functioning adequately but is in need of maintenance. There was extensive bending due to impacts from ice. Numerous cracks were observed in the upper portions of the panels and welds. A large crack in was observed in one panel. The crack extended from the top of the panel to below the water line and was about four inches wide at its maximum opening. Due to the limited visibility of the water it was uncertain how far below the water line the crack extended. A large hole had formed behind the wall where the fine material had washed through the crack. Depending on the depth of the crack below the water line, it appears that a panel could we welded over the crack during low water (winter). Water level during the site visit was 117 feet on the black scale and 141 feet on the red scale.

- c. The Phase I and II riprap are functioning adequately. The rock is of questionable quality due to its ease of fracture. Rock for both projects was mined from Mueller Mountain. The overall riprap layout appears stable. Significant revegatation has occurred along both reaches, more so on Phase I, which is the older reach. Depositional material was observed along the riprap near the water line. The keys for both phases are intact. However, the continued bank erosion upstream of Phase II, if left unchecked, will likely encroach upon the landward extent of the Phase II upstream key.
- 3. Project area of existing bank stabilization study.
- a. The areas under consideration for additional bank stabilization measures are the unprotected reach between Phases I and II and the reach upstream of Phase II.
- b. The uplands adjacent to the banks in both reaches are heavily vegetated with a mixture of grasses, alder, willow, and birch trees. The subsurface bank material consists primarily of silt with sand lenses. Channel bed material consists of sands and gravel.
- c. Minor bank erosion has occurred between Phase I and II and the bank appears to be relatively stable. The most notable erosion has occurred just downstream of Phase II. The increased erosion at this location appears to be attributed to its use a loading and launch area for boats, which has destroyed some of the protective bank vegetation. Also, a small slough discharges into the low-lying area adjacent to this area; further contributing to the increased erosion. There was no indication of a base flow. Based on the vegetation and small debris located in the slough it is not likely that there is any significant flow even during heavy snowmelt or rainfall conditions.
- d. The reach upstream of Phase II is experiencing significant erosion. This continued erosion will threaten the upstream key of Phase II, and homes between Campion Road and the river, and the road itself. This reach should clearly be the focal point of additional bank stabilization measures.
- e. A boat launch area is located immediately upstream of Phase II. Future bank stabilization measures in this area would be required to not restrict access to the river.

4. Conclusions and Recommendations

- a. The large crack is threaten the integrity of the sheetpile wall and needs to be repaired.
- b. The existing bank stabilization project is functioning adequately. A better quality of rock than what has been mined from Mueller Mountain would be preferred for future projects. However, considering the remoteness of this area and the expense of transporting higher quality rock from distant quarries, this rock source is adequate.
- c. The Phase I and II bank design are adequate. If the current bank stabilization study determines that a riprap design (versus sheetpile or concrete matts) will afford the most bank protection, the existing bank design will be used as a basis for the upcoming project.
- d. The reach between Phases I and II is relative stable and is not a high priority for bank stabilization measures at Galena.
- e. The reach upstream of Phase II is in need of bank stabilization measures and should be the highest priority for consideration during the study.
- 5. Photographs from the trip are maintained in Project Formulation Section, Civil Works Branch.
- 6. Engineering Division point of contact is Mr. Patrick Fitzgerald at extension 5638.

Patrick S. Fitzgerald, P.E. Project Formulation Section

CF:

Yoder/City of Galena Gross/USFWS Boyer/POA-EN-CW-ER Peterson/POA-EN-CW-HH